

**State:** District of Columbia **Filing Company:** Atlantic Specialty Insurance Company  
**TOI/Sub-TOI:** 11.0 Medical Malpractice - Claims Made/Occurrence/11.0029 Other  
**Product Name:** Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy  
**Project Name/Number:** /ASIC-FTCA-FO-DC-2015-1

## Filing at a Glance

Company: Atlantic Specialty Insurance Company  
Product Name: Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy  
State: District of Columbia  
TOI: 11.0 Medical Malpractice - Claims Made/Occurrence  
Sub-TOI: 11.0029 Other  
Filing Type: Form  
Date Submitted: 09/01/2015  
SERFF Tr Num: BEAC-130226289  
SERFF Status: Assigned  
State Tr Num:  
State Status:  
Co Tr Num: ASIC-FTCA-FO-DC-2015-2  
Effective Date: 10/15/2015  
Requested (New):  
Effective Date: 10/15/2015  
Requested (Renewal):  
Author(s): Renata Wright  
Reviewer(s): Angela King (primary)  
Disposition Date:  
Disposition Status:  
Effective Date (New):  
Effective Date (Renewal):

**State:** District of Columbia  
**TOI/Sub-TOI:** 11.0 Medical Malpractice - Claims Made/Occurrence/11.0029 Other  
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**Project Name/Number:** /ASIC-FTCA-FO-DC-2015-1

## General Information

Project Name: Status of Filing in Domicile:  
Project Number: ASIC-FTCA-FO-DC-2015-1 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 09/02/2015  
State Status Changed: Deemer Date:  
Created By: Renata Wright Submitted By: Renata Wright  
Corresponding Filing Tracking Number:

### Filing Description:

On behalf of Atlantic Specialty Insurance Company ("the Company"), we are submitting this policy form set to replace our current Health Care Organization and Provider Professional, General and Employee Benefits Liability Policy that is marketed to the Community Health Centers FTCA Purchasing Group, which was formed on September 8, 2005 and domiciled in the District of Columbia.

In support of this submission, we are enclosing all forms and endorsements to be used including a forms listing.

The Company reserves the right to reformat the forms included in this filing as needed for printing and system adjustments. The Company also reserves the right to use the forms included in this filing in a variety of media, such as the internet, with the understanding that there may be slight accommodations made for viewing or using the forms in such media. The Company will satisfy applicable legal requirements for font size and any other relevant formatting requirements if it makes any adjustments to the format of the forms included in this filing.

The Company intends to implement this filing effective October 15, 2015 or upon your earlier approval.

We trust you will find this submission acceptable. Please do not hesitate to contact us with any question or concerns.

## Company and Contact

### Filing Contact Information

Renata Wright, Senior Filing and Compliance Specialist  
199 Scott Swamp Road  
Farmington, CT 06032  
rawright@onebeacon.com  
860-321-2595 [Phone]

### Filing Company Information

Atlantic Specialty Insurance Company	CoCode: 27154	State of Domicile: New York
150 Royall Street	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name: White Mountains Ins Group	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 13-3362309	

## Filing Fees

Fee Required? No  
Retaliatory? No

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Atlantic Specialty Insurance Company
<b>TOI/Sub-TOI:</b>	11.0 Medical Malpractice - Claims Made/Occurrence/11.0029 Other		
<b>Product Name:</b>	Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy		
<b>Project Name/Number:</b>	/ASIC-FTCA-FO-DC-2015-1		

Fee Explanation:

State: District of Columbia

Filing Company:

Atlantic Specialty Insurance Company

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0029 Other

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Master Policy Declarations	HPD-32002	05-15	DEC	New		0.000	HPD-32002-05-15 FTCA Master Policy Declarations.pdf
2		Policy Certificate	HPD-32002C	05-15	CER	New		0.000	HPD-32002C-05-15 FTCA Individual Policy Certificate.pdf
3		Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy	HPF-32002	05-15	PCF	New		0.000	HPF-32002-05-15 FTCA PL, GL and EBL Master Policy (For use with Policy Certificates).pdf
4		Medical Professional and General Liability Insurance for Federally Qualified Community Health Centers - New Business Application	HPA-30001	02-15	ABE	New		0.000	HPA-32001-02-15 FTCA New Business Application_ASIC.pdf
5		Federally Qualified Community Health Centers Physician Application (Individual Physician)	HPA-32002	02-15	ABE	New		0.000	HPA-32002-02-15 FTCA Individual Physicians Application_ASIC.pdf
6		Federally Qualified Community Health Centers Dentist Application (Individual Dentist)	HPA-32003	02-15	ABE	New		0.000	HPA-32003-02-15 FTCA Individual Dentists Application_ASIC.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
7		Additional Named Insured Entity Endorsement	HPE-00010	07-08	END	New		0.000	HPE-00010-07-08 Additional Named Insured w- Retro Date and AP-Use with Occurrence GL (certificate version).pdf
8		Delete Endorsement Benefit Liability Coverage Endorsement	HPE-00015C	05-15	END	New		0.000	HPE-00015C-05-15 Delete EBL IA (C).pdf
9		Delete General Liability and Employee Benefit Liability Coverages Endorsement	HPE-00019C	05-15	END	New		0.000	HPE-00019C-05-15 Delete GL IA (B) and EBL IA (C).pdf
10		Additional Named Insured - Related to Original Named Insured Endorsement	HPE-00063C	05-15	END	New		0.000	HPE-00063C-05-15 Additional Named Insured - Related to Original Named Insured (for Occurrence GL).pdf
11		Notice of Cancellation to Scheduled Party Endorsement	HPE-00064	07-11	END	New		0.000	HPE-00064-07-11 Notice of Cancellation to Scheduled Party (certificate version).pdf
12		Delete General Liability Coverage Endorsement	HPE-00068C	05-15	END	New		0.000	HPE-00068C-05-15 Delete GL Coverage IA (B).pdf
13		Conditional Exclusion of Terrorism Endorsement (Relating to Disposition of Federal Terrorism Risk Insurance Act)	HPE-00077	05-14	END	New		0.000	HPE-00077-05-14 TRIA - Conditional Exclusion of TRIA for Medical Policies- Final Version.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
14		Policyholder Disclosure Notice of Terrorism Insurance Coverage	HPN-TRIA	01-15	DSC	New		0.000	HPN-TRIA-01-15 TRIA Policyholder Disclosure- CR-LTC-MFL (GL must be purchased) rev. 2.27.15.pdf
15		Cap on Losses from Certified Acts of Terrorism; Exclusion of Other Acts of Terrorism Committed Outside the United States Endorsement	HPE-00082	01-15	END	New		0.000	HPE-00082-01-15 Cap on Losses From Terrorism- Exclusion of Acts of Terrorism Committed Outside US (GL must be purchased).pdf
16		Cap on Losses from Certified Acts of Terrorism Endorsement	HPE-00082A	01-15	END	New		0.000	HPE-00082A-01-15 Cap on Losses From Certified Acts of Terrorism (GL must be purchased).pdf
17		Exclusion of Certified Acts of Terrorism and Certain Other Acts of Terrorism Endorsement	HPE-00083	01-15	END	New		0.000	HPE-00083-01-15 Exclusion of Certified Acts of Terrorism and Certain Other Acts of Terrorism (GL must be purchased) rev. 2.27.15.pdf
18		Additional Insured Endorsement - Primary and Noncontributory (PL)	HPE-30002C	05-15	END	New		0.000	HPE-30002C-05-15 Additional Insured- Primary and Non-Contributory- PL Only.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
19		Additional Insured Endorsement - Primary and Noncontributory (GL)	HPE-30003C	05-15	END	New		0.000	HPE-30003C-05-15 Additional Insured- Primary and Non-Contributory- GL Only.pdf
20		Additional Insured Where Required by Written Contract Endorsement	HPE-30004C	05-15	END	New		0.000	HPE-32004C-05-15 Separate GL Limits Per Location.pdf
21		Additional Insured Endorsement - Where Required by Contract GL Only	HPE-30029C	05-15	END	New		0.000	HPE-30029C-05-15 Additonal Insured - Where Required by Contract - GL only.pdf
22		Schedule A - Named Insured Endorsement	HPE-32000C	05-15	END	New		0.000	HPE-32000C-05-15 Schedule A- Named Insureds with Retro Date.pdf
23		Waiver of Subrogation Endorsement - Insuring Agreement (A) Only	HPE-32001	05-15	END	New		0.000	HPE-32001-05-15 Waiver of Subrogation - PL Only (certificate version).pdf
24		Amend Definition of Covered Contract Endorsement	HPE-32002	05-15	END	New		0.000	HPE-32002-05-15 Add specific Covered Contract (certificate version).pdf
25		Exclude Coverage for Insured Medical Practitioners Endorsement	HPE-32003	05-15	END	New		0.000	HPE-32003-05-15 Exclude Insured Medical Practitioners (certificate version).pdf
26		Separate GL Limits of Liability Per Location Endorsement	HPE-32004C	05-15	END	New		0.000	HPE-32004C-05-15 Separate GL Limits Per Location.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
27		Additional Insured Endorsement	HPE-32005	05-15	END	New		0.000	HPE-32005-05-15 Additional Insured for Specific Activity or Liability (certificate version).pdf
28		Medical Expenses for Bodily Injury Endorsement	HPE-32006C	05-15	END	New		0.000	HPE-32006C-05-15 Medical Expenses for Bodily Injury.pdf
29		Unlimited Extended Reporting Period Endorsement	HPE-32007C	05-15	END	New		0.000	HPE-32007C-05-15 Offer of Unlimited ERP.pdf
30		Privacy Breach Event Reimbursement Coverage Endorsement	HPE-32008C	05-15	END	New		0.000	HPE-32008C-05-15 Privacy Breach Event Reimbursement Coverage.pdf
31		Separate and Shared Limit of Liability for Specific Program/Service Endorsement	HPE-32009C	05-15	END	New		0.000	HPE-32009C-05-15 Separate-Shared Limit of Liability for Specific Program-Services-Insuring Agreement (A) (DOL Only).pdf
32		Separate Limit of Liability for Designated Insureds Endorsement	HPE-32010C	05-15	END	New		0.000	HPE-32010C-05-15 Separate Limit of Liability for Designated Insureds-Insuring Agreement (A) (no IMP) (DOL Only).pdf



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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
33		Specific Operations/Services Exclusion	HPE-32011	05-15	END	New		0.000	HPE-32011-05-15 Specific Operations Exclusion (certificate version).pdf
34		Tribal Contractors Exclusion	HPE-32012	05-15	END	New		0.000	HPE-32012-05-15 Tribal Contractors Exclusion (certificate version).pdf
35		Policy Maximum Aggregate Limit of Liability Endorsement	HPE-32013C	05-15	END	New		0.000	HPE-32013C-05-15 Policy Maximum Aggregate Limit (Use when DOL only).pdf
36		Policy Change Endorsement for Administrative Changes	HPE-32014C	05-15	END	New		0.000	HPE-32014C-05-15 Policy Change Endorsement for Administrative Changes.pdf
37		Extended Reporting Period Option Endorsement	HPE-32015C	05-15	END	New		0.000	HPE-32015C-05-15 Extended Reporting Period Option Endorsement.pdf
38		Stop Gap Endorsement	HPE-32016C	05-15	END	New		0.000	HPE-32016C-05-15 WA ND or WY State Stop Gap Coverage-For use when DOL only.pdf
39		Hired and Non-Owned Auto Liability Coverage Endorsement	HPE-32017C	05-15	END	New		0.000	HPE-32017C-05-15 Hired and Nonowned Auto Liability Coverage.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
40		Amend Deductible/Retention Endorsement	HPE-32018C	05-15	END	New		0.000	HPE-32018C-05-15 Amend Deductible-Retention for PSWA prior to and on-after specific date.pdf
41		Separate Retention/Deductible for Specified Professional Services Endorsement	HPE-32019C	05-15	END	New		0.000	HPE-32019C-05-15 Separate Deductible-Retention for Specified Services.pdf
42		Moonlighting Coverage Endorsement	HPE-32020	05-15	END	New		0.000	HPE-32020-05-15 Provide Moonlighting Coverage to Specified IMP (certificate version).pdf
43		Occurrence-Based Professional Liability Endorsement	HPE-32021C	05-15	END	New		0.000	HPE-32021C-05-15 Occurrence-Based Professional Liability with Nose Coverage.pdf
44		Occurrence-Based Professional Liability Endorsement	HPE-32021VA	05-15	END	New		0.000	HPE-32021VA-05-15 Occurrence-Based Professional Liability with Nose Coverage (VA ONLY).pdf
45		Occurrence-Based Professional Liability Endorsement	HPE-32022C	05-15	END	New		0.000	HPE-32022C-05-15 Occurrence-Based Professional Liability.pdf

**State:** District of Columbia**Filing Company:**

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
46		Occurrence-Based Professional Liability Endorsement	HPE-32022VA	05-15	END	New		0.000	HPE-32022VA-05-15 Occurrence-Based Professional Liability (VA ONLY).pdf
47		District of Columbia Amendatory Endorsement	HPE-320DC	05-15	END	New		0.000	HPE-320DC-05-15 FTCA District of Columbia Amendatory Endorsement.pdf
48		Oregon Amendatory Endorsement	HPE-320OR	05-15	END	New		0.000	HPE-320OR-05-15 FTCA Oregon Amendatory Endorsement.pdf
49		Virginia Amendatory Endorsement	HPE-320VA	05-15	END	New		0.000	HPE-320VA-05-15 FTCA Virginia Amendatory Endorsement (Claims Made PL).pdf
50		Virginia Amendatory Endorsement	HPE-320VAOCC C	05-15	END	New		0.000	HPE-320VAOCC-05-15 FTCA Virginia Amendatory Endorsement (Occurrence PL).pdf
51		Virginia Notice to Policyholders	NOTICEVA1	06-12	DSC	New		0.000	NOTICEVA1-06-12 Virginia Policyholder Complaint Notice.pdf
52		Virginia Claims-Made Policy Notice	NOTICEVA2	06-12	DSC	New		0.000	NOTICEVA2-06-12 Virginia Claim-made Policy Notice.pdf

**Form Type Legend:**

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Atlantic Specialty Insurance Company
<b>TOI/Sub-TOI:</b>	11.0 Medical Malpractice - Claims Made/Occurrence/11.0029 Other		
<b>Product Name:</b>	Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy		
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<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**<OneBeacon Writing Company>**  
One Beacon Lane  
Canton, MA  
(hereinafter referred to as the "Underwriter")



**Policy Number: MFL-FTCA-0001**

**MASTER POLICY DECLARATIONS**

**FEDERALLY QUALIFIED COMMUNITY HEALTH CLINICS AND PROVIDERS  
PROFESSIONAL LIABILITY, GENERAL LIABILITY AND EMPLOYEE  
BENEFIT LIABILITY POLICY**

**PORTIONS OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE CERTIFICATE PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE WITH THIS POLICY'S REPORTING PROVISIONS. PLEASE READ THIS POLICY CAREFULLY.**

ITEM 1.	<b>POLICYHOLDER:</b> Name and Principal Address:  Community Health Centers FTCA Purchasing Group 4323 Warren Street, N.W. Washington, DC 20016-2437
ITEM 2.	<b>POLICY PERIOD:</b>  (a) Inception Date: (b) Expiration Date: Continuous unless cancelled in accordance with GENERAL CONDITION (I) of the Policy Both dates at 12:01 a.m. at the Principal Address in ITEM 1.
ITEM 3.	<b>ALL NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER GENERAL CONDITION (C) OF THE POLICY MUST BE ADDRESSED TO:</b>  Claims OneBeacon Insurance <address>  <b>ALL OTHER NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER THIS POLICY MUST BE ADDRESSED TO:</b>  OneBeacon Healthcare Group <address>
ITEM 4.	<b>POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:</b>

These Declarations, the Policy Certificates, the completed signed Application, and the Policy (together with any and all endorsements thereto) shall constitute the entire agreement between the Underwriter, the Policyholder and the Insured(s).

**<ONEBEACON WRITING COMPANY>**

By:



\_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_  
Date:

<OneBeacon Writing Company>  
One Beacon Lane  
Canton, MA  
(hereinafter referred to as the "Underwriter")



Master Policy Number: MFL-FTCA-0001  
Certificate Number:

**POLICY CERTIFICATE**

**FEDERALLY QUALIFIED COMMUNITY HEALTH CLINICS AND PROVIDERS  
PROFESSIONAL LIABILITY, GENERAL LIABILITY AND EMPLOYEE  
BENEFIT LIABILITY POLICY**

**PORTIONS OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH  
APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE CERTIFICATE  
PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE  
WITH THIS POLICY'S REPORTING PROVISIONS. PLEASE READ THIS POLICY CAREFULLY.**

**ITEM 1. FIRST NAMED INSURED:**

Name and Principal Address:

**ITEM 2. CERTIFICATE PERIOD:**

- (a) Inception Date:  
(b) Expiration Date:  
Both dates at 12:01 a.m. at the Principal Address in ITEM 1.

**ITEM 3. COVERAGE/TYPE/RETROACTIVE DATE(S):**

<u>Coverage</u>	<u>Type</u>	<u>Retroactive Date</u>
A. Healthcare Professional Liability	Claims Made	
B. General Liability	Occurrence	N/A
C. Employee Benefit Liability	Claims Made	
D. HIPAA Proceeding	Expense Reimbursement	As Per Insuring Agreement (A)
E. Evacuation Expense	Expense Reimbursement	N/A
F. Legal/Media Expense	Expense Reimbursement	As Per Insuring Agreement (A)

**ITEM 4. LIMIT(S) OF LIABILITY; DEDUCTIBLE/SELF-INSURED RETENTION:**

**A. Healthcare Professional Liability**

Each Claim, each Insured Medical Practitioner.....\$  
Aggregate for all Claims, each Insured Medical Practitioner.....\$

Each Claim, any and all Named Insureds.....\$  
Aggregate for all Claims, any and all Named Insureds.....\$

Deductible \_\_\_\_ Self-Insured Retention \_\_\_\_  
Per Claim.....\$  
Aggregate.....\$

- B. General Liability
- Each Claim.....\$
- Advertising Injury/Personal Injury.....INCLUDED
- Damage to Rented Premises.....\$
- Aggregate for all Claims.....\$
- Products and Completed Operations Hazard
- Each Claim for Products and Completed Operations Hazard.....\$
- Aggregate for all Claims for Products and Completed Operations Hazard.....\$
- Medical Expenses (Per *Medical Expenses for Bodily Injury Endorsement* attached to this Policy)
- Each Person Per Accident.....\$
- Aggregate for all Medical Expenses.....\$
- Deductible \_\_\_\_ Self-Insured Retention \_\_\_\_
- Per Claim.....\$
- Aggregate.....\$
- C. Employee Benefit Liability
- Each Claim.....\$
- Aggregate for all Claims.....\$
- Deductible \_\_\_\_ Self-Insured Retention \_\_\_\_
- Per Claim.....\$
- Aggregate.....\$
- D. HIPAA Proceeding
- Each HIPAA Proceeding.....\$
- Aggregate for all HIPAA Proceedings.....\$
- E. Evacuation Expense
- Each Evacuation.....\$
- Aggregate for all Evacuations.....\$
- F. Legal/Media Expense
- Each Legal Defense Proceeding.....\$
- Aggregate for all Legal Defense Proceedings.....\$

ITEM 5. **PREMIUM: \$**

\_\_\_ This Policy provides coverage for acts of terrorism as defined in the Terrorism Risk Insurance Act in accordance with all of the terms and conditions of this Policy (including all endorsements attached hereto). The premium attributable to this coverage is \$\_\_\_\_\_

\_\_\_ This Policy specifically excludes coverage for acts of terrorism in accordance with all of the terms and conditions of this Policy (including all endorsements attached hereto).

ITEM 6. **ALL NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER GENERAL CONDITION (C) OF THE POLICY MUST BE ADDRESSED TO:**

Claims  
OneBeacon Insurance  
<address>

**ALL OTHER NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER THIS**



**POLICY MUST BE ADDRESSED TO:**

OneBeacon Healthcare Group  
<address>

ITEM 7. **POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:**

This Policy Certificate, the Master Policy Declarations, the completed signed Application, and the Policy (together with any and all endorsements thereto) shall constitute the entire agreement between the Underwriter, the Policyholder and the Insured(s).

**<ONEBEACON WRITING COMPANY>**

By:



\_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_  
Date:

**FEDERALLY QUALIFIED COMMUNITY  
HEALTH CLINICS AND PROVIDERS  
PROFESSIONAL LIABILITY, GENERAL  
LIABILITY AND EMPLOYEE BENEFIT  
LIABILITY POLICY**



**PORTIONS OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE CERTIFICATE PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE WITH THIS POLICY'S REPORTING PROVISIONS. PLEASE READ THIS POLICY CAREFULLY.**

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the Underwriter, and subject to all of the terms and conditions of this Policy (including all endorsements hereto), the Underwriter, the **Policyholder** and the **Insured** agree as follows:

**I. INSURING AGREEMENTS**

**(A) Claims Made Professional Liability Insurance:**

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.A. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of any covered **Claim** for a **Professional Services Wrongful Act** happening on or after the **Retroactive Date**; provided, that the **Claim** is first made against the **Insured** during the **Certificate Period** or applicable Extended Reporting Period and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

**(B) Occurrence-Based General Liability Insurance:**

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.B. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** which the **Insured** is legally obligated to pay as a result of a covered **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** that takes place during the **Certificate Period**; provided, that the **Claim** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

**(C) Claims Made Employee Benefit Liability Insurance:**

The Underwriter will pay up to the Limit of Liability shown in ITEM 4.C. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of any covered **Claim** for an **Employee Benefit Wrongful Act** happening on or after the **Retroactive Date**; provided, that the **Claim** is first made against the **Insured** during the **Certificate Period** or applicable Extended Reporting Period and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

**(D) HIPAA Proceeding Reimbursement Insurance:**

Upon satisfactory proof of payment by the **Named Insured**, the Underwriter will reimburse the **Named Insured** up to the amount set forth in ITEM 4.D. of the applicable **Policy Certificate** for **HIPAA Proceeding Costs** actually paid by the **Insured** in connection with a **HIPAA Proceeding** first brought against the **Insured** during the **Certificate Period**; provided, that:

- (1) such **HIPAA Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after the **Retroactive Date** applicable to the **Insured** against whom/which such **HIPAA Proceeding** is brought; and
- (2) such **HIPAA Proceeding** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

**(E) Evacuation Expense Reimbursement Insurance:**

Upon satisfactory proof of payment by the **Named Insured**, the Underwriter will reimburse the **Named Insured** up to the amount set forth in ITEM 4.E. of the applicable **Policy Certificate** for **Evacuation Expenses** actually paid by the **Named Insured** in connection with an **Evacuation** that occurs during the **Certificate Period**; provided, that such **Evacuation Expenses** are incurred by the **Named Insured** no later than sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate** and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

**(F) Legal/Media Expense Reimbursement Insurance:**

Upon satisfactory proof of payment by the **Named Insured**, the Underwriter will reimburse the **Named Insured** up to the amount set forth in ITEM 4.F. of the applicable **Policy Certificate** for **Legal/Media Expenses** actually paid by the **Insured** in connection with a **Legal Defense Proceeding** first brought against the **Insured** during the **Certificate Period**; provided, that:

- (1) such **Legal Defense Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after the **Retroactive Date** applicable to the **Insured** against whom/which such **Legal Defense Proceeding** is brought; and
- (2) such **Legal Defense Proceeding** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

**(G) Defense and Supplementary Payments:**

The Underwriter has the right and duty to defend any **Claim** that is covered by INSURING AGREEMENTS (A), (B), and (C) of this Policy, even if any of the allegations of such **Claim** are groundless, false or fraudulent. In addition to the Limits of Liability for INSURING AGREEMENTS (A), (B), and (C), the Underwriter will pay **Defense Expenses** and will:

- (1) pay the premium on any bond to release attachments for an amount not in excess of the Limits of Liability for INSURING AGREEMENTS (A), (B), and (C) of this Policy and the premium on any appeal bond required in any defended suit, provided, that the Underwriter will not be obligated to apply for or furnish any such bond;
- (2) pay all costs imposed against the **Insured** in any such suit;
- (3) provide a legal defense and pay **Defense Expenses** for any arbitration, mediation or other alternative dispute proceeding if:
  - (a) the dispute at issue is a **Claim** covered by this Policy, and
  - (b) the **Insured** provides notice of the proceeding as required by GENERAL CONDITION (C) of this Policy; and
- (4) pay reasonable expenses, plus loss of earnings due to time off from work, incurred by an

**Insured** as a result of being a defendant or co-defendant in a **Claim** or at the Underwriter's request, but not to exceed:

- (a) \$500 per day per **Insured**; and
- (b) \$12,500 per **Claim**.

## **II. DEFINITIONS**

(A) **"Administration"** means:

- (1) giving advice or counsel to **Employees** or their beneficiaries concerning their rights or interest with respect to **Employee Benefit Programs**;
- (2) determining the eligibility of **Employees** to participate in **Employee Benefit Programs**;
- (3) interpreting the provisions of **Employee Benefit Programs**;
- (4) handling and keeping records and processing of claims in connection with **Employee Benefit Programs**; and
- (5) effecting enrollment, termination or cancellation of **Employees** under **Employee Benefit Programs**.

(B) **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters. For purposes of this Definition:

- (1) notice that is broadcast or published includes material placed on the Internet or similar means of electronic communication; and
- (2) with regard to websites, only that part of a website that is about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters, will be considered an **Advertisement**.

(C) **"Advertising Injury"** means injury arising out of one or more of the following offenses:

- (1) the **Insured's** use of another's advertising idea in an **Advertisement**;
- (2) the **Insured's** use of another's copyright, trade dress or slogan in an **Advertisement**; or
- (3) the **Insured's** infringement upon another's copyright, trade dress or slogan in an **Advertisement**.

(D) **"Auto"** means:

- (1) a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- (2) any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

**Auto** does not include **Mobile Equipment**.

- (E) **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; mental anguish; and mental injury.
- (F) **"Certificate Period"** means the period from the Inception Date stated in ITEM 2(a) of the applicable **Policy Certificate** to the Expiration Date stated in ITEM 2(b) of such **Policy Certificate** or to any earlier cancellation date of such **Policy Certificate**.
- (G) **"Claim"** means a written demand received by an **Insured** for monetary damages resulting from a **Wrongful Act** or an **Occurrence**. **Claim** shall not include any **HIPAA Proceeding**.
- (H) **"Covered Contract"** means:
  - (1) any lease of premises;
  - (2) any sidetrack agreement;
  - (3) any elevator maintenance agreement;
  - (4) any easement or license agreement;
  - (5) that part of any contract or agreement under which the **Named Insured** assumes the tort liability of another to pay damages for **Bodily Injury** or **Property Damage** covered by this Policy that is sustained by others, if such **Bodily Injury** or **Property Damage** is caused, in whole or in part, by the acts, errors or omissions of the **Insured** or any person for whom the **Insured** is vicariously liable; provided, that such part of a contract or agreement shall only be considered a **Covered Contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law; or
  - (6) any other contract or agreement specifically added as a **Covered Contract** by written endorsement to this Policy, under which the **Named Insured** assumes the tort liability of another to pay damages for **Bodily Injury** or **Property Damage** covered by this Policy that is sustained by others.
- (I) **"Defense Expenses"** means the reasonable fees of attorneys, experts and consultants and costs and expenses incurred in the investigation, adjustment, defense or appeal of a **Claim** with the approval or at the direction of the Underwriter; provided, that **Defense Expenses** shall not include:
  - (1) remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **Insured**;
  - (2) any amounts incurred in defense of a **Claim** for which any other insurer has a duty to defend, regardless of whether such other insurer undertakes such duty; or
  - (3) any benefits under an **Employee Benefit Program**.
- (J) **"Employee"** means any person who has an assigned work schedule for and is on the regular payroll of the **Named Insured**, with federal and state taxes withheld. Independent contractors are not **Employees**. An **Employee's** status as an **Insured** shall be determined as of the date of the **Occurrence** or **Wrongful Act** upon which a **Claim** involving the **Employee** is based.
- (K) **"Employee Benefit Programs"** means any group life insurance, group accident and health

insurance, profit sharing plans, pension plans, **Employee** stock subscription plans, workers' compensation, unemployment insurance, social security and disability benefits insurance or any other similar plan under the **Administration** of the **Named Insured** for the benefit of its **Employees**.

- (L) **"Employee Benefit Wrongful Act"** means any actual or alleged act, error or omission, or series of acts, errors or omissions, by an **Insured** in the **Administration** of an **Employee Benefit Program**.
- (M) **"Employment Practices"** means any of the following: breach of any employment contract; failure or refusal to hire or employ; dismissal, discharge, reduction in force, downsizing or termination of employment, whether actual or constructive; demotion, reassignment, failure or refusal to promote, or deprivation of career opportunity; discipline of **Employees**; evaluation of **Employees**; discrimination or harassment of any kind or on any basis including, but not limited to, discrimination, limitation, segregation or classification based on race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy or religion or other status that is protected under any applicable federal, state or local statute or ordinance affecting any present or former **Employee** or applicant for employment; humiliation or defamation of any present or former **Employee** or applicant for employment; retaliatory treatment against an **Employee** arising out of the **Employee's** attempted or actual exercise of the **Employee's** rights under the law; employment-related misrepresentations; or failure to implement appropriate workplace or employment policies or procedures.
- (N) **"Evacuation"** means the removal from one or more of the **Named Insured's** facilities to any other location of fifteen (15) or more patients or residents in such facility(ies) as a result of any natural or man-made occurrence that, in the reasonable judgment of the **Named Insured's** management, causes or could potentially cause such facility(ies) to be unsafe for such patients or residents.
- (O) **"Evacuation Expenses"** means reasonable costs incurred by the **Named Insured** in connection with an **Evacuation**, including costs associated with transporting, lodging and providing meals to patients or residents who have been evacuated. **Evacuation Expenses** shall not include any remuneration, salaries, overhead or benefit expenses of the **Named Insured**.
- (P) **"First Named Insured"** means the entity designated as such in ITEM 1 of the applicable **Policy Certificate**.
- (Q) **"Good Samaritan Acts"** means emergency medical treatment provided by an **Insured**, without remuneration, at the scene of an accident, medical crisis or disaster.
- (R) **"HIPAA Proceeding"** means an administrative or regulatory proceeding, complaint or investigation against an **Insured** by the Department of Health and Human Services or its designee alleging a violation by an **Insured** of the Health Insurance Portability and Accountability Act of 1996 or the Health Information Technology for Economic and Clinical Health Act, all as may be amended, or any rules or regulations promulgated thereunder.
- (S) **"HIPAA Proceeding Costs"** means:
  - (1) reasonable costs, expenses, fees or attorneys' fees incurred by the **Insured** in the investigation and defense of a **HIPAA Proceeding**; and
  - (2) civil fines or penalties imposed upon an **Insured** resulting from a **HIPAA Proceeding**.
- (T) **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was

intended to be contained; provided, that **Hostile Fire** does not include any fire that originates at any site operating as a waste disposal facility or waste storage facility.

- (U) **"Impaired Property"** means tangible property, other than **Insured Product** or **Insured Work**, that cannot be used or is not useful because:
- (1) it incorporates **Insured Product** or **Insured Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - (2) the **Named Insured** has failed to fulfill the terms of any contract or agreement.
- (V) **"Independent Contractor Clinical Professional"** means any independent contractor working for the **Named Insured** as a clinical professional, other than an **Insured Medical Practitioner**:
- (1) who, on the date of the **Occurrence** or **Wrongful Act** giving rise to any **Claim** covered by this Policy, was independently professionally licensed by the state in which the **Named Insured** is domiciled;
  - (2) for whom the **Named Insured** has agreed to provide coverage under this Policy; and
  - (3) whom the **Named Insured** certifies is/was providing services for or under the supervision of the **Named Insured** and is/was acting within the scope of his/her duties for the **Named Insured**.
- (W) **"Insured"** means any of the following:
- (1) the **Named Insured**;
  - (2) any **Employee** or **Volunteer**, but only when such **Employee** or **Volunteer** is acting within the capacity and scope of his or her duties as such;
  - (3) any **Insured Medical Practitioner**;
  - (4) any **Independent Contractor Clinical Professional**;
  - (5) the **Named Insured's** medical directors, department heads, or chiefs of staff, but only while acting within the scope and capacity of their duties as such for the **Named Insured**;
  - (6) any member of a duly authorized board or committee of the **Named Insured**;
  - (7) solely with respect to and limited to coverage afforded under INSURING AGREEMENT (A), the lawful spouses of individual **Insureds** and, in the event of the death, incapacity, or bankruptcy of an individual **Insured**, the estates, heirs, legal representatives or assigns of such individual **Insured**;
  - (8) any person enrolled as a student in a formal training program offered by the **Named Insured** or a subsidiary or an affiliate in connection with the **Named Insured's** on-site operation as a health care organization or provider, but only when such person is acting within the capacity and scope of his or her duties as such;
  - (9) any person hired or retained by the **Named Insured** to provide language interpretation services in connection with the provision of **Medical Services**; and

- (10) any driver or operator of **Mobile Equipment**, but only when operating **Mobile Equipment** at the direction and with the permission of the **Named Insured**.
- (X) **"Insured Medical Practitioner"** means any physician, surgeon, intern, extern, resident, osteopathic physician and surgeon, podiatrist, dentist and certified nurse midwife who, on the date of the **Occurrence** or **Wrongful Act** giving rise to any **Claim** covered by this Policy, was:
- (1) independently professionally licensed by the state in which the **Named Insured** is domiciled; and
  - (2) an **Employee**.
- Insured Medical Practitioner** shall also include any independent contractor:
- (a) for whom the **Named Insured** has agreed to provide coverage under this Policy;
  - (b) who is a physician, surgeon, intern, extern, resident, osteopathic physician or surgeon, podiatrist, dentist or certified nurse midwife:
    - (i) in the fields of family practice, general internal medicine, general pediatrics or obstetrics/gynecology; or
    - (ii) working 32.5 or more hours per week for the **Named Insured**; and
  - (c) whom the **Named Insured** certifies is/was providing services for or under the supervision of the **Named Insured** and is/was acting within the scope of his/her duties for the **Named Insured**.
- (Y) **"Insured Product"** means:
- (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) the **Named Insured**;
    - (b) others trading under the name of the **Named Insured**; or
    - (c) a person or an organization whose business or assets the **Named Insured** has acquired; and
  - (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. **Insured Product** includes:
    - (a) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured Product**; and
    - (b) the providing of or failure to provide warnings or instructions.

**Insured Product** does not include vending machines or other property rented to, or located for the use of, others but not sold.

- (Z) **"Insured Work"** means:



- (1) work or operations performed by the **Named Insured** or on the **Named Insured's** behalf; and
  - (2) materials, parts or equipment furnished in connection with such work or operations. **Insured Work** includes:
    - (a) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured Work**; and
    - (b) the providing of or failure to provide warnings or instructions.
- (AA) **"Legal Defense Proceeding"** means: (1) a hearing or disciplinary action against an **Insured** before a state or other licensing board or governmental regulatory body; (2) a criminal investigation, complaint or indictment against an **Insured**; (3) a civil or criminal proceeding in which the **Insured** is not a defendant but has been ordered to offer deposition testimony regarding treatment rendered to a **Patient**; or (4) a civil or criminal proceeding in which the **Insured** is not a party but has received a subpoena for record production regarding treatment rendered to a **Patient**. **Legal Defense Proceeding** shall not include any **HIPAA Proceeding**.
- (BB) **"Legal/Media Expenses"** means reasonable fees and costs of attorneys, experts and consultants incurred by the **Insured** in the investigation and defense of a **Legal Defense Proceeding**. **Legal/Media Expenses** also include reasonable costs incurred by the **Insured** in the management of public relations with respect to a **Legal Defense Proceeding**, including reasonable fees and costs of third-party media consultants. **Legal/Media Expenses** shall not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **Insured**.
- (CC) **"Loss"** means:
- (1) for the purposes of INSURING AGREEMENTS (A), (B) and (C), any damages, settlements, judgments or other amounts (including punitive or exemplary damages if insurable under the applicable law most favorable to the insurability thereof) in excess of the applicable deductible or self-insured retention, if any, stated in ITEM 4 of the Policy Certificate which an **Insured** is legally obligated to pay as a result of a **Claim**;
  - (2) for the purposes of INSURING AGREEMENT (D), **HIPAA Proceeding Costs**;
  - (3) for the purposes of INSURING AGREEMENT (E), **Evacuation Expenses**;
  - (4) for the purposes of INSURING AGREEMENT (F), **Legal/Media Expenses**.
- Loss** shall not include:
- (a) **Defense Expenses**;
  - (b) the multiple portion of any multiplied damage award;
  - (c) fines, penalties, sanctions, fees, government payments or taxes; provided, that **Loss** shall include **HIPAA Proceeding Costs** covered under INSURING AGREEMENT (D);
  - (d) amounts owed to any provider of **Medical Services** under any contract;
  - (e) restitution, return or disgorgement of fees, profits, charges for products or services rendered, capitation payments, premium or any other funds allegedly wrongfully held or

obtained;

- (f) benefits under an **Employee Benefit Program**;
  - (g) relief or redress in any form other than monetary compensation or monetary damages, including without limitation the cost of complying with any injunctive, declaratory or administrative relief;
  - (h) the payment, satisfaction or writing off of any medical bills or charges by an **Insured**; or
  - (i) matters which are uninsurable under applicable law.
- (DD) **"Managed Care Services"** means services or activities performed in the administration or management of health care plans; advertising, marketing or selling health care plans or health care products; handling, investigating or adjusting claims for benefits or coverages under health care plans; or establishing health care provider networks.
- (EE) **"Medical Services"** means health care, medical care, or treatment provided to any individual, including without limitation any of the following: medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional health care; the furnishing or dispensing of medications, drugs, blood, blood products, or medical, surgical, dental, or psychiatric supplies, equipment, or appliances in connection with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; acupuncture; wellness instruction and education; and the handling of, or the performance of post-mortem examinations on, human bodies.
- (FF) **"Mobile Equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- (1) bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - (2) vehicles maintained for use solely on or next to premises owned or rented by an **Insured**;
  - (3) vehicles that travel on crawler treads;
  - (4) vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (a) power cranes, shovels, loaders, diggers or drills, or
    - (b) road construction or resurfacing equipment such as graders, scrapers or rollers;
  - (5) vehicles not described in clauses (1)-(4) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (a) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (b) cherry pickers and similar devices used to raise or lower workers; and
  - (6) vehicles not described in clauses (1)-(4) above maintained primarily for purposes other

than the transportation of persons or cargos.

**Mobile Equipment** does not include:

- (i) self-propelled vehicles with the following types of permanently attached equipment:
    - (aa) equipment designed primarily for:
      - (AA) snow removal;
      - (BB) road maintenance but not construction or resurfacing; or
      - (CC) street cleaning;
    - (bb) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (cc) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (ii) any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- (GG) **"Mold"** means mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description whatsoever.
- (HH) **"Named Insured"** means the **First Named Insured** and each other entity listed as a **Named Insured** in Schedule A to the applicable **Policy Certificate**.
- (II) **"Occurrence"** means:
- (1) with respect to **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same harmful conditions, which results in injury or damage neither expected nor intended by the **Insured**; and
  - (2) with respect to **Advertising Injury** or **Personal Injury**, a covered offense as set forth in DEFINITIONS (C) or DEFINITIONS (LL) of this Policy.
- (JJ) **"Patient"** means any person or human body admitted or registered to receive **Medical Services** from an **Insured**, whether on an inpatient, outpatient or emergency basis.
- (KK) **"Peer Review"** means the process of evaluating, by members of a formal, duly constituted professional review board or committee of the **Named Insured**, any individual or entity for purposes of selecting, employing, contracting with or credentialing current or prospective providers of **Medical Services**.
- (LL) **"Personal Injury"** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
- (1) false arrest, detention or imprisonment;
  - (2) malicious prosecution;
  - (3) the wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

- (4) oral or written publication of material that slanders or libels a person or an organization or disparages a person's or an organization's goods, products or services; or
  - (5) oral or written publication of material that violates a person's right of privacy.
- (MM) **"Personally Identifiable Health Information"** means a natural person's name used in combination with his/her confidential health care or other medical information, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and any rules or regulations promulgated thereunder. **Personally Identifiable Health Information** does not include information that is lawfully available to the general public, including but not limited to information from any federal, state or local governmental or regulatory agency or entity.
- (NN) **"Policyholder"** means the entity designated as such in ITEM 1 of the Declarations.
- (OO) **"Policy Certificate"** means the policy certificates that are issued to **First Named Insureds**, and attach on a risk attaching basis, during the **Policy Period** and form a part of this Policy.
- (PP) **"Policy Period"** means the period from the Inception Date of this Policy stated in ITEM 2(a) of the Declarations to the Expiration Date of this Policy stated in ITEM 2(b) of the Declarations or to any earlier cancellation date of this Policy.
- (QQ) **"Pollutant"** means smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, medical waste, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants. **Pollutant** does not include smoke, fumes, vapor or soot emanating from equipment used to heat or cool a building owned or operated by the **Named Insured**.
- (RR) **"Proctoring Services"** means the supervision, evaluation or instruction provided by a member of the **Named Insured's** medical staff to other members of, or applicants to, the **Named Insured's** medical staff or to any person enrolled as a student in a formal training program offered by the **Named Insured** or a subsidiary or affiliate thereof; provided, that such supervision, evaluation or instruction is provided in accordance with applicable medical staff bylaws, rules and regulations or a governmental authority or directive.
- (SS) **"Products and Completed Operations Hazard"** means **Bodily Injury** and **Property Damage** occurring away from premises owned or rented by the **Insured** and arising out of **Insured Product** or **Insured Work**, except:
- (1) products that are still in the **Insured's** physical possession; and
  - (2) work that has not yet been completed or abandoned; provided that work will be deemed completed at the earliest of the following times:
    - (a) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project;
    - (b) when all of the work called for in the **Insured's** contract has been completed; or
    - (c) when all of the work to be done at the job site has been completed if the

**Insured's** contract calls for work at more than one job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed work.

**Products and Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising out of:

- (i) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **Insured**, and that condition was created by the loading or unloading of that vehicle by an **Insured**; or
- (ii) the existence of tools, uninstalled equipment, or abandoned or unused materials.

(TT) **"Professional Services"** means:

- (1) **Medical Services** rendered by or on behalf of the **Named Insured**;
- (2) **Good Samaritan Acts**;
- (3) **Proctoring Services**;
- (4) the activities of an **Insured** as a member of a board or committee of the **Named Insured**, or as a member of any committee of the medical or professional staff of the **Named Insured**, when engaged in **Peer Review** or **Utilization Review**;
- (5) the activities of an **Insured** as a member of a formal accreditation, standards review or similar professional board or committee, including executing the directives of such board or committee;
- (6) the activities of an **Insured** while acting within the capacity and scope of duties as a Navigator, Certified Application Counselor or In-Person Assister under the applicable federal, state or local statutory law or common law, or any rules or regulations promulgated thereunder; or
- (7) reviewing the quality of **Medical Services** or providing quality assurance on behalf of the **Named Insured**.

(UU) **"Professional Services Wrongful Act"** means:

- (1) any actual or alleged act, error or omission, or series of acts, errors or omissions, by an **Insured** in rendering, or failing to render, **Professional Services**; or
- (2) any inadvertent:
  - (a) publication of **Personally Identifiable Health Information**; or
  - (b) utterance of confidential health care or other medical information, of a **Patient** by an **Insured** while providing **Medical Services** to such **Patient**.

(VV) **"Property Damage"** means:

- (1) physical injury to tangible property, including all resulting loss of use of that property;

provided, that such loss of use shall be deemed to have occurred at the time of the physical injury that caused it; or

- (2) loss of use of tangible property that is not physically injured; provided, that such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it. **Property Damage** shall not include loss of use of tangible property that results from any actual or alleged theft.
- (WW) **"Related Claims"** means all **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, in any way involving, or in any way having a common nexus of the same or related facts, circumstances, situations, transactions, or events, or the same or related series of facts, circumstances, situations, transactions or events.
- (XX) **"Retroactive Date"** means the applicable date(s) set forth in ITEM 3 of the applicable **Policy Certificate** or a written endorsement attached to this Policy.
- (YY) **"Sexual Misconduct"** means any welcome or unwelcome conduct, physical acts, gestures or spoken or written words of a sexual nature, including without limitation sexual intimacy (even if consensual), sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation or any sexual act.
- (ZZ) **"Utilization Review"** means the process of evaluating the appropriateness or necessity of **Medical Services** provided or to be provided by an **Insured**. **Utilization Review** shall include prospective review of proposed **Medical Services**, concurrent review of ongoing **Medical Services**, and retrospective review of already rendered **Medical Services**. **Utilization Review** does not include services or activities performed in the administration or management of health care plans.
- (aa) **"Volunteer"** means a person who provides his or her services or labor to the **Named Insured**, and whose activities are supervised and directed by the **Named Insured**, but who is not compensated for such services and labor. No **Employee, Insured Medical Practitioner, Independent Contractor Clinical Professional** or staff physician shall be considered a **Volunteer**.
- (bb) **"Wrongful Act"** means any **Professional Services Wrongful Act** or **Employee Benefit Wrongful Act**.

### III. EXCLUSIONS

#### (A) Exclusions Applicable to INSURING AGREEMENT (A):

In addition to the EXCLUSIONS listed under (D) below, no coverage will be available under INSURING AGREEMENT (A), and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Professional Services Wrongful Act** that happened before the **Retroactive Date**;
- (2) **Advertising Injury** or **Personal Injury**, except to the extent that such injury relates to the rendering of, or failure to render, **Professional Services**;
- (3) **Employee Benefit Wrongful Act**; or

- (4) rendering of, or failure to render, **Medical Services** by any **Insured** while the **Insured's** license to practice is or was not active.

**(B) Exclusions Applicable to INSURING AGREEMENT (B):**

In addition to the EXCLUSIONS listed under (D) below, no coverage will be available under INSURING AGREEMENT (B), and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Professional Services Wrongful Act;**
- (2) **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** expected or intended from the standpoint of any **Insured**; except for **Bodily Injury** resulting from use of reasonable force to protect persons or property;
- (3) **Personal Injury or Advertising Injury** arising out of oral or written publication of material:
  - (a) if done by or at the direction of an **Insured** with knowledge of its falsity; or
  - (b) whose first publication took place before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**;
- (4) **Advertising Injury** arising out of any false, incorrect or misleading description of the price of goods, products or services;
- (5) **Employee Benefit Wrongful Act;**
- (6) **Bodily Injury or Property Damage** for which an **Insured** is or may be held liable by reason of:
  - (a) causing or contributing to the intoxication of any person;
  - (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (c) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;except this EXCLUSION (B)(6) will not apply if the **Insured** is not in the business of manufacturing, selling or distributing alcoholic beverages;
- (7) **Bodily Injury or Property Damage** arising out of:
  - (a) the transportation of **Mobile Equipment** by, in or on an **Auto** owned or operated by, or rented or loaned to, any **Insured**; or
  - (b) the use of **Mobile Equipment** in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunt activity;
- (8) **Bodily Injury or Property Damage** arising from any consequence, direct or indirect, of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil insurrection;

(9) **Property Damage** to:

- (a) property the **Insured** owns, rents or occupies;
- (b) premises sold, given away or abandoned by the **Named Insured**, if the **Property Damage** arises out of any part of those premises;
- (c) property loaned to the **Insured**;
- (d) personal property in the care, custody or control of the **Insured**;
- (e) that particular part of real property on which the **Insured**, or any contractor or subcontractor working directly or indirectly on the **Insured's** behalf, is performing operations, if the **Property Damage** arises out of those operations;
- (f) that particular part of any property that must be restored, repaired or replaced because the **Insured's Work** was incorrectly, poorly or improperly performed on it; or
- (g) property which is being transported by the **Insured** by automobile, **Mobile Equipment** or team, including the loading and unloading thereof;

EXCLUSION (B)(9)(a) above does not apply to any **Claim** for **Property Damage** to premises rented by the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises, up to the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the applicable **Policy Certificate**;

EXCLUSIONS (B)(9)(c) and (d) above do not apply to any **Claim** for **Property Damage** to premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days, up to the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the applicable **Policy Certificate**.

EXCLUSION (B)(9)(b) above does not apply if the premises are **Insured Work** and were never occupied, rented or held for rental by the **Named Insured**;

EXCLUSIONS (B)(9)(c), (d), (e), and (f) above do not apply to liability assumed under a sidetrack agreement; and

EXCLUSION (B)(9)(f) above does not apply to **Property Damage** included in the **Products and Completed Operations Hazard**;

- (10) **Property Damage** to the **Insured Product** arising out of it or any part of it;
- (11) **Property Damage** to **Insured Work** arising out of it or any part of it and included in the **Products and Completed Operations Hazard**; except if the damaged work or the work out of which the damage arises was performed on behalf of the **Named Insured** by a subcontractor;
- (12) **Property Damage** to **Impaired Property** or property that has not been physically injured, arising out of:
  - (a) defect, deficiency, inadequacy or dangerous condition in **Insured Product** or **Insured Work**; or



- (b) a delay or failure by an **Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or an agreement in accordance with its terms; except this EXCLUSION (B)(12)(b) does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Insured Product** or **Insured Work** after it has been put to its intended use;
- (13) damages claimed for any loss, cost or expense incurred by the **Named Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (a) **Insured Product**;
  - (b) **Insured Work**; or
  - (c) **Impaired Property**, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it;
- (14) injury or damage arising in whole or in part, either directly or indirectly, out of asbestos, regardless whether the asbestos is:
  - (a) airborne as a fiber or particle;
  - (b) contained in a product;
  - (c) carried or transmitted on clothing or by any other means; or
  - (d) contained in or a part of:
    - (i) any building;
    - (ii) any building material;
    - (iii) any insulation product; or
    - (iv) any component part of any building, building material or insulation product;
- (15)
  - (a) exposure to, or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of, **Mold**;
  - (b) fee, cost, expense or charge to test, monitor, clean up, remediate, mitigate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any other way respond to or assess the effect(s) of **Mold**; or
  - (c) fee, cost, expense, charge, fine or penalty incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, regulatory body or civil, public or military authority in connection with or in any way relating to **Mold**;
- (16)
  - (a) exposure to, or generation, storage, manifestation, transportation, discharge, emission, release, dispersal, seepage, migration, escape, appearance, presence, reproduction, growth of, treatment, removal or disposal of, any **Pollutant**,

including any threat thereof, except where such exposure, generation, storage, manifestation, transportation, discharge, emission, release, dispersal, seepage, migration, escape, appearance, presence, reproduction, growth, treatment, removal or disposal was caused by an unintentional fire or any heat, smoke or fumes issuing from such unintentional fire;

- (b) fee, cost, expense or charge to test, monitor, clean up, remediate, mitigate, remove, contain, treat, detoxify, neutralize or rehabilitate any **Pollutant**; or
- (c) fee, cost, expense, charge, fine or penalty incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, regulatory body or civil, public or military authority in connection with or in any way relating to any **Pollutant**;

except this EXCLUSION (B)(16) will not apply to any **Claim** for **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire**;

- (17) nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance; or
- (18) violation of the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, all as may be amended, or any other federal, state or local statutory or common law that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information, or any rules or regulations promulgated thereunder.

**(C) Exclusions Applicable to INSURING AGREEMENT (C):**

In addition to the Exclusions listed in EXCLUSION (D) below, no coverage will be available under INSURING AGREEMENT (C), and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Employee Benefit Wrongful Act** that happened before the **Retroactive Date**;
- (2) **Advertising Injury, Bodily Injury, Personal Injury** or **Property Damage**;
- (3) failure of performance by any insurer;
- (4) failure of securities or other investments to perform as represented or advice given to an **Employee** to participate or not to participate in stock subscription or other benefit programs; provided, that for purposes of this EXCLUSION (C)(4), "security" means a security of any nature whatsoever including, without limitation, stocks, shares, bonds, debentures, options, derivatives, partnership interests, limited liability company interests, any other form of debt or equity instrument and any other forms of ownership interest;
- (5) insufficiency of funds to meet any obligations of **Employee Benefit Programs**; or
- (6) **Professional Services Wrongful Act**.

**(D) Exclusions Applicable to INSURING AGREEMENTS (A), (B), (C) and (D):**

Except as otherwise expressly provided in this Policy, no coverage will be available under

INSURING AGREEMENT (A), (B), (C) or (D), and the Underwriter will not pay **Loss or Defense Expenses**, for any **Claim** or **HIPAA Proceeding**:

- (1) for which the **Insured** is afforded coverage under the Federally Supported Health Centers Assistance Act of 1992, as amended, and/or the Federally Supported Health Centers Assistance Act of 1995, as amended;
- (2) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:
  - (a) act, error, omission or **Wrongful Act** if, on or before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**, the **Named Insured's** risk manager or any member of the **Named Insured's** risk management department, the **Named Insured's** general counsel or any member of the **Named Insured's** legal department, or any executive officer of the **Named Insured**, knew, had been told or should have known that such act, error, omission or **Wrongful Act** might result in a **Claim** or **HIPAA Proceeding**.

If, however, such **Policy Certificate** is a renewal of one or more **Policy Certificates** previously issued by the Underwriter to the **First Named Insured**, and the coverage provided by the Underwriter to the **First Named Insured** was in effect, without interruption, for the entire time between the inception date of the first such other **Policy Certificate** and the Inception Date of such current **Policy Certificate**, the reference in this EXCLUSION (D)(2)(a) to the Inception Date will be deemed to refer instead to the inception date of the first **Policy Certificate** under which the Underwriter began to provide the **First Named Insured** with the continuous and uninterrupted coverage of which such current **Policy Certificate** is a renewal;

- (b) act, error, omission, **Wrongful Act**, event, suit or demand which was the subject of any notice given under:
  - (i) any medical professional liability or similar policy of insurance or plan or program of self-insurance, with respect to any **Claim** otherwise covered under INSURING AGREEMENT (A);
  - (ii) any general liability or similar policy of insurance or plan or program of self-insurance, with respect to any **Claim** otherwise covered under INSURING AGREEMENT (B); or
  - (iii) any employee benefit liability or similar policy of insurance or plan or program of self-insurance, with respect to any **Claim** otherwise covered under INSURING AGREEMENT (C);

in effect prior to the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**;

- (c) violation of any federal, state or local antitrust, restraint of trade, unfair competition, or price-fixing law, or any rules or regulations promulgated thereunder, or any involvement in any agreement or conspiracy to restrain trade, except for any **Claim** otherwise covered under INSURING AGREEMENT (A) arising out of the rendering of, or failure to render, **Medical Services**;
- (d) dishonest, fraudulent, criminal or intentionally malicious act, error or omission by

an **Insured**; any willful violation of law, statute, rule or regulation by an **Insured**; or the gaining of any profit, remuneration or advantage by an **Insured** to which such **Insured** was not legally entitled, including, but not limited to, health care fraud; provided, however, that no such act of one **Insured** will be imputed to any other **Insured** who was not aware of and did not participate in such act;

- (e) **Bodily Injury or Property Damage** arising out of the ownership, maintenance, use, operation or entrustment to others of any aircraft, **Auto** or watercraft or the loading or unloading thereof; except this EXCLUSION (D)(2)(e) will not apply to any **Claim** for a **Professional Services Wrongful Act** otherwise covered under INSURING AGREEMENT (A) of this Policy;
- (f) obligation of an **Insured** pursuant to any workers' compensation, unemployment compensation, disability benefits or similar law;
- (g) obligation which an **Insured** has assumed under a written or oral contract or agreement; except this EXCLUSION (D)(2)(g) will not apply to:
  - (i) liability an **Insured** would have had in the absence of such contract or agreement; or
  - (ii) liability assumed by the **Named Insured** under a **Covered Contract**;
- (h) **Claim** made by or for the benefit of, or in the name or right of, one current or former **Insured** against another current or former **Insured**; except this EXCLUSION (D)(2)(h) will not apply to any **Claim** for:
  - (i) **Peer Review** activities otherwise covered under INSURING AGREEMENT (A) of this Policy;
  - (ii) the rendering of, or failure to render, **Medical Services** otherwise covered under INSURING AGREEMENT (A) of this Policy; or
  - (iii) any **Employee Benefit Wrongful Act** otherwise covered under INSURING AGREEMENT (C) of this Policy;
- (i) discrimination of any kind on any basis, including, but not limited to, discrimination, limitation, segregation or classification based on race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy, religion or other status that is protected under any applicable federal, state or local statute or ordinance, except to the extent that such discrimination relates to the rendering of, or failure to render, **Professional Services**;
- (j) **Employment Practices**;
- (k) liability of any "Acquired Entity" described in GENERAL CONDITION (F) or its individual **Insureds** acting in their capacity as such for any **Claim, Occurrence**, fact, circumstance, situation, transaction, event or **Wrongful Act** or series of **Claims, Occurrences**, facts, circumstances, situations, transactions, events or **Wrongful Acts** happening before the date such entity became an "Acquired Entity;"
- (l) (i) unauthorized, unlawful, or unintentional taking, obtaining, accessing,

using, disclosing, distributing, disseminating, transmitting, gathering, collecting, acquiring, corrupting, damaging, destroying, deleting, or impairing of any information or data of any kind, including but not limited to any health care or other medical information or **Personally Identifiable Health Information**; except this EXCLUSION (D)(2)(l)(i) will not apply to any: (A) **Claim** for a **Professional Services Wrongful Act** as defined in DEFINITION (UU)(2); or (B) **HIPAA Proceeding**;

- (ii) failure or inability of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage device, input and output device, or back up facility), application, program, software, code, or script of any kind (a "System") to perform or function as planned or intended, including but not limited to any failure or inability of any System to prevent any hack, virus, contaminant, worm, trojan horse, logic bomb, or unauthorized or unintended accessing or use involving any System; or
- (iii) creation, development, design, manufacture, programming, leasing, licensing, distribution, assembly, installation, alteration, modification, or sale of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage device, input and output device, or back up facility), application, program, software, code, script, or data of any kind;
- (m) liability of any individual or entity acting as an independent contractor for an **Insured**; except this EXCLUSION (D)(2)(m) will not apply to:
  - (i) any **Insured Medical Practitioner** as defined in DEFINITION (X) or **Independent Contractor Clinical Professional** as defined in DEFINITION (V); or
  - (ii) any **Claim** otherwise covered under INSURING AGREEMENT (A) for the **Insured's** vicarious liability with regard to such independent contractor;
- (n) infringement of any right of patent, service mark, trademark, copyright, title or slogan; except this EXCLUSION (D)(2)(n) will not apply to liability of an **Insured** for infringement of copyright, trade dress or slogan in an **Advertisement**;
- (o) liability of any **Insured** for **Managed Care Services**; except this EXCLUSION (D)(2)(o) will not apply to liability of an **Insured** for **Professional Services**;
- (p) **Sexual Misconduct**; except this EXCLUSION (D)(2)(p) will not apply to:
  - (i) any individual **Insured** who allegedly committed such **Sexual Misconduct**, unless it has been established by an admission or judicial determination that such individual **Insured** actually committed such **Sexual Misconduct**;
  - (ii) any other individual **Insured**, unless that individual **Insured**:
    - (A) knew about the **Sexual Misconduct** allegedly committed by the individual **Insured**, but failed to prevent or stop it; or

- (B) knew that the individual **Insured** who allegedly committed such **Sexual Misconduct** had a prior history of actually or allegedly committing **Sexual Misconduct**; or
- (iii) the **Named Insured**;
- (q) violation of the Health Insurance Portability and Accountability Act of 1996 or the Health Information Technology for Economic and Clinical Health Act, all as may be amended, or any rules or regulations promulgated thereunder; except this EXCLUSION (D)(2)(q) will not apply to any **HIPAA Proceeding**; or
- (r) violation of the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, all as may be amended, or any similar federal, state or local statutory or common law, or any rules or regulations promulgated thereunder; except this EXCLUSION (D)(2)(r) will not apply to any **Claim** arising out of the rendering of, or failure to render, **Medical Services**, which is otherwise covered under INSURING AGREEMENT (A) of this Policy and for which reimbursement for such services was received from health care plans covered by such statutes, rules or regulations.

#### IV. GENERAL CONDITIONS

##### (A) Limits of Liability

- (1) Insuring Agreement (A) – Professional Liability
  - (a) The “Each Claim, each Insured Medical Practitioner” amount stated in ITEM 4.A. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** made against an **Insured Medical Practitioner** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (A).
  - (b) The “Aggregate for all Claims, each Insured Medical Practitioner” amount stated in ITEM 4.A. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** made against an **Insured Medical Practitioner** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (A).
  - (c) The “Each Claim, any and all Named Insureds” amount stated in Item 4.A. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** made against any and all **Named Insureds** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (A).
  - (d) The “Aggregate for all Claims, any and all Named Insureds” amount stated in Item 4.A. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** made against any and all **Named Insureds** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (A).

- (e) The Limits of Liability described in subparagraphs (a) and (b) above shall apply separately to each **Insured Medical Practitioner**. The Limits of Liability described in subparagraphs (c) and (d) above shall be shared by all **Named Insureds, Employees, Independent Contractor Clinical Professionals** and **Volunteers**, other than any **Insured Medical Practitioner**, and in no event will the number of such **Named Insureds, Employees, Independent Contractor Clinical Professionals** or **Volunteers** involved in a **Claim** or **Related Claims** increase such Limits of Liability. The Limits of Liability described in subparagraphs (a) through (d) above shall apply regardless of the time of payment by the Underwriter, the number of claimants, and regardless of whether such **Claim** or **Related Claims** is/are first made during the **Certificate Period** or during any Extended Reporting Period.
- (2) Insuring Agreement (B) – General Liability
- (a) The “Each Claim” amount stated in ITEM 4.B. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (B).
  - (b) The “Damage to Rented Premises” amount stated in ITEM 4.B. of the applicable **Policy Certificate** will be the Underwriter’s maximum aggregate Limit of Liability for all (i) **Claims** for **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises and (ii) **Claims** for **Property Damage** to premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days. Such amount shall be part of, and not in addition to, the “Aggregate for all Claims” amount stated in ITEM 4.B. of the applicable **Policy Certificate**.
  - (c) The “Aggregate for all Claims” amount stated in ITEM 4.B. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (B).
  - (d) The “Each Claim for Products and Completed Operations Hazard” amount stated in ITEM 4.B. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** alleging **Bodily Injury** or **Property Damage** included in the **Products and Completed Operations Hazard** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (B).
  - (e) The “Aggregate for all Claims for Products and Completed Operations Hazard” amount stated in ITEM 4.B. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** alleging **Bodily Injury** or **Property Damage** included in the **Products and Completed Operations Hazard** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (B). Such amount shall be in addition to, and not part of, the “Aggregate for all Claims” amount stated in ITEM 4.B. of the applicable **Policy Certificate**.

- (3) Insuring Agreement (C) – Employee Benefit Liability
- (a) The “Each Claim” amount stated in ITEM 4.C. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (C).
  - (b) The “Aggregate for all Claims” amount stated in ITEM 4.C. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (C).
- (4) Insuring Agreement (D) – HIPAA Proceeding
- (a) The “Each HIPAA Proceeding” amount stated in ITEM 4.D. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **HIPAA Proceeding** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (D).
  - (b) The “Aggregate for all HIPAA Proceedings” amount stated in ITEM 4.D. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **HIPAA Proceedings** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (D).
- (5) Insuring Agreement (E) – Evacuation Expense
- (a) The “Each Evacuation” amount stated in ITEM 4.E. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Evacuation** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (E).
  - (b) The “Aggregate for all Evacuations” amount stated in ITEM 4.E. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Evacuations** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (E).
- (6) Insuring Agreement (F) – Legal/Media Expense
- (a) The “Each Legal Defense Proceeding” amount stated in ITEM 4.F. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from each **Legal Defense Proceeding** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (F).
  - (b) The “Aggregate for all Legal Defense Proceedings” amount stated in ITEM 4.F. of the applicable **Policy Certificate** will be the Underwriter’s maximum Limit of Liability for all **Loss** resulting from all **Legal Defense Proceedings** under such **Policy Certificate** and for which this Policy provides coverage under INSURING AGREEMENT (F).
- (7) All **Insureds** under the applicable **Policy Certificate** share the Limits of Liability described in paragraphs (2) through (6) above. In no event will the number of **Insureds**



involved in a **Claim** or **Related Claims** increase such Limits of Liability. The Limits of Liability described in paragraphs (2) through (6) above shall apply regardless of the time of payment by the Underwriter, the number of claimants, and regardless of whether such **Claim** or **Related Claims** is/are first made during the **Certificate Period** or during any Extended Reporting Period.

- (8) (a) The **Insured** shall be responsible for payment in full of the applicable deductible or self-insured retention stated in ITEM 4 of the applicable **Policy Certificate**, and the Underwriter's obligation to pay **Loss** or **Defense Expenses** under this Policy shall be excess of such deductible or self-insured retention; provided, that no deductible or self-insured retention shall apply to (i) **Claims** for **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises or (ii) **Claims** for **Property Damage** to premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days, and which are subject to the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the applicable **Policy Certificate**. The applicable deductible or self-insured retention shall apply to each **Claim** or **Related Claims** (subject to the applicable aggregate deductible or self-insured retention amount, if any), and shall be eroded (or exhausted) by the **Insured's** payment of **Loss** or **Defense Expenses**. The Underwriter shall have no obligation whatsoever, either to the **Insured** or any other person or entity, to pay all or any portion of the applicable deductible or self-insured retention on behalf of the **Insured**. The Underwriter shall, however, at its sole discretion, have the right and option to do so, in which event the **Insured** will repay the Underwriter any amounts so paid.
- (b) If a "Deductible" is selected under any Insuring Agreement in ITEM 4 of the applicable **Policy Certificate**, any amounts paid within such deductible will reduce, and may exhaust, the applicable Limits of Liability for such Insuring Agreement.
- If a "Self-Insured Retention" is selected under any Insuring Agreement in ITEM 4 of the applicable **Policy Certificate**, any amounts paid within such self-insured retention will not reduce the applicable Limits of Liability for such Insuring Agreement.
- (9) In the event a **Claim** under this Policy involves more than one (1) Insuring Agreement hereunder, it is understood and agreed that only one (1) deductible or self-insured retention and one (1) Limit of Liability will apply to such **Claim**, which shall be the highest applicable "Each Claim" Limit of Liability stated in ITEM 4 of the applicable **Policy Certificate** and the deductible or self-insured retention corresponding to such Limit of Liability.
- (10) If any **Claim** made against the **Insureds** gives rise to coverage both under this Policy and under any other policy or policies issued by the Underwriter or any affiliate of the Underwriter, the Underwriter's and, if applicable, such affiliate's maximum aggregate limit of liability under all such policies for all **Loss** in respect of such **Claim** will not exceed the largest single available limit of liability under any such policy, including this Policy. In no event will more than one policy issued by the Underwriter respond to a **Claim**.

**(B) Related Claims Deemed Single Claim:**

All **Related Claims**, whenever made, shall be deemed to be a single **Claim**, regardless of:

- (1) the number of **Related Claims**;
- (2) the number or identity of claimants;
- (3) the number or identity of **Insureds** involved or against whom **Related Claims** have been or could be made;
- (4) whether the **Related Claims** are asserted in a class action or otherwise; and
- (5) the number and timing of the **Related Claims**, even if the **Related Claims** comprising such single **Claim** were made in more than one **Certificate Period**.

All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with GENERAL CONDITION (C)(2) below, whichever is earlier.

**(C) Reporting of Claims, Occurrences and Circumstances:**

- (1) If, during the **Certificate Period** or any Extended Reporting Period, any **Claim** for a **Wrongful Act** under INSURING AGREEMENT (A) or (C) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter, but in no event later than:

- (a) sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; or
- (b) the expiration of any Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Wrongful Act**; information on the time, place and nature of the **Wrongful Act**; and the manner in which the **Insured** first became aware of such **Wrongful Act**.

- (2) If during the **Certificate Period** an **Insured** first becomes aware of any **Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A) or (C) and:
  - (a) gives the Underwriter written notice of such **Wrongful Act** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; and
  - (b) requests coverage under INSURING AGREEMENT (A) or (C) of this Policy for any **Claim** subsequently arising from such **Wrongful Act**;

then any **Claim** not otherwise excluded by this Policy subsequently made against the **Insured** arising out of such **Wrongful Act** shall be treated as if it had been first made during the **Certificate Period**. Full particulars shall include, but are not limited to: a description of the **Wrongful Act**; the identity of the patient, all potential claimants and

the health care provider(s) and any **Insureds** involved; information on the time, place and nature of the **Wrongful Act**; the manner in which the **Insured** first became aware of such **Wrongful Act**; and the reasons the **Insured** believes the **Wrongful Act** is likely to result in a **Claim**.

- (3) If any **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** under INSURING AGREEMENT (B) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Occurrence**.

If an **Insured** becomes aware of an **Occurrence** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (B), the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of such **Occurrence**; and the reasons the **Insured** believes such **Occurrence** is likely to result in a **Claim**.

- (4) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (D) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **HIPAA Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **HIPAA Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **HIPAA Proceeding Costs** in connection with such **HIPAA Proceeding** within sixty (60) days of the **Insured's** payment of such **HIPAA Proceeding Costs**.
- (5) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (E) of this Policy, the **Named Insured** shall provide the Underwriter written proof of payment of **Evacuation Expenses** as soon as practicable, but in no event later than sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**.
- (6) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (F) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **Legal Defense Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **Legal Defense Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **Legal/Media Expenses** in connection with such **Legal Defense Proceeding** within sixty (60) days of the **Insured's** payment of such **Legal/Media Expenses**.

**(D) Defense and Settlement:**

- (1) No **Insured** shall, except at its own cost, incur any expense, make any payment, admit liability for, assume any obligation, or settle any **Claim** without the Underwriter's written consent. With respect to any **Claim**, the Underwriter will have the right to investigate, direct the defense, and conduct settlement negotiations it deems appropriate. The Underwriter may make any settlement of any **Claim** which it deems appropriate.
- (2) The Underwriter will have no obligation to pay **Loss** or **Defense Expenses**, or continue to direct the defense of any **Insured**, after the applicable Limit of Liability has been exhausted by the payment of **Loss**.
- (3) If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, either because a **Claim** made against the **Insureds** includes both covered and uncovered matters, or because a **Claim** is made against both **Insureds** and others not included within the definition of "**Insured**" set forth in DEFINITION (W) above, the **Insureds** and the Underwriter agree to use their best efforts to determine a fair and proper allocation of all such amounts. The Underwriter's obligation to pay **Loss** under this Policy shall relate only to those sums allocated to the **Insureds**. In making such determination, the parties shall take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **Claim** by the **Insureds** and others. In the event that the Underwriter and the **Insureds** do not reach an agreement with respect to an allocation, then the Underwriter shall be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.

**(E) Territory:**

This Policy applies to **Wrongful Acts** or **Occurrences** taking place anywhere in the world. **Claim** or suit must be made against an **Insured**, however, in the United States of America, including its territories or possessions, Puerto Rico, or Canada.

**(F) Mergers, Acquisitions or Newly Created Entities:**

If, during the **Certificate Period**, the **Named Insured** acquires or creates another entity or subsidiary or becomes a member of a joint venture or partner in a partnership, or if the **Named Insured** merges or consolidates with another entity such that the **Named Insured** is the surviving entity (any such acquired, created, merged or consolidated entity an "Acquired Entity"), then for a period of sixty (60) days after the effective date of the transaction, such Acquired Entity shall be included within the term "**Named Insured**" with respect to **Wrongful Acts** or **Occurrences** happening after the effective date of the transaction. Upon the expiration of the sixty (60) day period, there will be no coverage under this Policy for any **Claim** in any way involving the Acquired Entity or its **Insureds** unless within such sixty (60) day period:

- (1) the **Named Insured** gives the Underwriter such information regarding the transaction as the Underwriter requests; and
- (2) the Underwriter has specifically agreed by written endorsement to this Policy to provide coverage with respect to such Acquired Entity and its **Insureds**, and the **Named Insured** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as the Underwriter, in its sole discretion, imposes in connection with the transaction.

For purposes of this GENERAL CONDITION (F), "subsidiary" means any entity for which the **Named Insured** owns or possesses fifty percent (50%) of the issued and outstanding capital stock, or has or controls the right to elect or appoint more than fifty percent (50%) of the directors or trustees.

**(G) Sales or Dissolution of Insured Entities; Cessation of Business:**

(1) If, during the **Certificate Period**:

- (a) the **First Named Insured** is dissolved, sold, acquired by, merged into, or consolidated with another entity such that the **First Named Insured** is not the surviving entity; or
- (b) any person, entity, or affiliated group of persons or entities obtains:
  - (i) ownership or possession of fifty percent (50%) or more of the issued and outstanding capital stock of the **First Named Insured**; or
  - (ii) the right to elect or appoint more than fifty percent (50%) of the **First Named Insured's** directors or trustees; or
- (c) the **First Named Insured** ceases to do business for any reason;

(any of which events is referred to as a "Transaction" in this GENERAL CONDITION (G)) coverage under this Policy shall continue in full force and effect until the Expiration Date or any earlier cancellation date of the applicable **Policy Certificate**, but this Policy shall apply only to **Occurrences** or **Wrongful Acts** happening before the effective date of such Transaction. This Policy will not apply to, and the Underwriter will not pay any **Loss** or **Defense Expenses** for, any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Occurrence** or **Wrongful Act** happening on or after the effective date of such Transaction. It is further understood and agreed that if such a Transaction occurs during the **Certificate Period**, then no coverage will be available for any **Evacuation** that occurs on or after the effective date of such Transaction or any **Legal Defense Proceeding** or **HIPAA Proceeding** that is first brought against an **Insured** on or after the effective date of such Transaction.

- (2) If, during the **Certificate Period**, any **Named Insured**, other than the **First Named Insured**, is involved in an event described in paragraph (1) above, then solely with respect to such **Named Insured** and its **Insureds**, coverage under this Policy for **Occurrences** or **Wrongful Acts** happening before the effective date of such event shall continue in full force and effect until the Expiration Date or any earlier cancellation date of the applicable **Policy Certificate** and this Policy will not apply to, and the Underwriter will not pay any **Loss** or **Defense Expenses** for, any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Occurrence** or **Wrongful Act** happening on or after the effective date of such event. It is further understood and agreed that if any **Named Insured**, other than the **First Named Insured**, is involved in an event described in paragraph (1) above during the **Certificate Period**, then solely with respect to such **Named Insured** and its **Insureds**, no coverage will be available for any **Evacuation** that occurs on or after the effective date of such event or any **Legal Defense Proceeding** or **HIPAA Proceeding** that is first brought against an **Insured** on or after the effective date of such event.

**(H) Extended Reporting Period for INSURING AGREEMENTS (A) and (C):**

If the applicable **Policy Certificate** is canceled for any reason other than fraud, misrepresentation or non-payment of premium or is not renewed by the Underwriter or the **First Named Insured**, an additional period of time during which **Claims** made against the **Insureds** under INSURING AGREEMENTS (A) and (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such cancellation or non-renewal (the "Termination Date") or the date of any conversion of coverage under GENERAL CONDITION (G), whichever is earlier. No Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability as stated in ITEM 4 of the applicable **Policy Certificate**, and the Underwriter's Limit of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in ITEM 4 of such **Policy Certificate**. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.
- (2) In order to purchase an additional Extended Reporting Period, the **First Named Insured** must (a) provide written notice to the Underwriter requesting such additional Extended Reporting Period no later than sixty (60) days after the Termination Date, and (b) pay any additional premium required by the Underwriter promptly when due. Such additional premium shall be deemed fully earned upon inception of such additional Extended Reporting Period. If no written request to purchase an additional Extended Reporting Period is made by the **First Named Insured** as described in this GENERAL CONDITION (H)(2), or if the additional premium for any such additional Extended Reporting Period is not paid promptly when due, there will be no right to purchase an additional Extended Reporting Period at any later time.

**(I) Cancellation; Non-Renewal:**

- (1) The Underwriter may cancel this Policy by mailing written notice to the **Policyholder** at the last known address shown on the Declarations stating when, not less than one hundred eighty (180) days thereafter, such cancellation shall be effective.
- (2) In the event that the Underwriter chooses not to renew this Policy upon its expiration, the Underwriter will mail written notice to the **Policyholder** no less than one hundred eighty (180) days prior to the Expiration Date set forth in ITEM 2 of the Declarations.
- (3) The Underwriter may cancel any **Policy Certificate** issued under this Policy by mailing written notice to the **First Named Insured** identified in ITEM 1 of such **Policy Certificate**, at the last known address shown on such **Policy Certificate**, stating when, not less than sixty (60) days thereafter (or such longer period of time as required by applicable law), such cancellation shall be effective; except that, in the event of cancellation for non-payment of premium, the Underwriter may make the cancellation effective upon notice of only ten (10) days (or such longer period of time as required by applicable law). Notwithstanding the foregoing, if the Underwriter receives no premium whatsoever by the premium due date and no premium whatsoever is received by the last day of such ten (10) day notice period (or such longer period of time as required by applicable law), the Underwriter may cancel such **Policy Certificate** as of the Inception Date set forth in ITEM 2(a) of such **Policy Certificate**.

- (4) Except as set forth in GENERAL CONDITION (M), the **First Named Insured** may cancel its **Policy Certificate** by mailing the Underwriter written notice stating when, not later than the Expiration Date set forth in ITEM 2(b) of such **Policy Certificate**, such cancellation will be effective. In such event, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (5) The Underwriter will not be required to renew any **Policy Certificate** upon its expiration.

**(J) Assistance and Cooperation:**

In the event of a **Claim**, the **Insured** shall provide the Underwriter with all information, assistance and cooperation that the Underwriter reasonably requests. At the Underwriter's request, the **Insured** shall assist in: investigating, defending and settling **Claims**; enforcing any right of contribution or indemnity against another who may be liable to any **Insured**; the conduct of actions, suits, appeals or other proceedings, including, but not limited to, attending trials, hearings and depositions; securing and giving evidence; and obtaining the attendance of witnesses.

**(K) Subrogation:**

In the event of any payment hereunder, the Underwriter shall be subrogated to the extent of any payment to all of the rights of recovery of the **Insured**. The **Insured** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the Underwriter effectively to bring suit in its name. The **Insured** shall do nothing that may prejudice the Underwriter's position or potential or actual rights of recovery. The obligations of the **Insured** under this GENERAL CONDITION (K) shall survive the expiration or termination of the Policy.

Notwithstanding the foregoing and solely with respect to any payment made under INSURING AGREEMENT (B) of this Policy for injury or damage arising out of work or operations performed by the **Insured** under a written contract, the Underwriter waives its right to subrogation under this GENERAL CONDITION (K) with respect to the party(ies) to such written contract; provided, that this waiver applies only when required by such written contract and when such written contract was executed prior to any **Claim**.

**(L) Other Insurance and Risk Transfer Arrangements:**

Any **Loss** or **Defense Expenses** resulting from any **Claim** or **HIPAA Proceeding** insured under any other insurance or self-insurance policy or program or risk transfer instrument, including, but not limited to, self-insured retentions, deductibles, fronting arrangements, professional liability policies covering any **Insured**, or other alternative arrangements which apply to the **Loss** or **Defense Expenses** shall be paid first by those instruments, policies or other arrangements. It is the intent of this Policy to apply only to **Loss** or **Defense Expenses** that are more than the total limit of all deductibles, limits of liability, self-insured amounts or other insurance or risk transfer arrangements, whether primary, contributory, excess, contingent, fronting or otherwise and whether or not collectible. These provisions do not apply to other insurance policies or risk transfer arrangements written as specific umbrella or excess insurance over this Policy. This Policy shall not be subject to the terms of any other policy of insurance or

plan or program of self-insurance; and in no event will the Underwriter pay more than the applicable Limits of Liability set forth in ITEM 4 of the applicable **Policy Certificate**.

**(M) Exhaustion:**

If the Underwriter's applicable Aggregate Limit of Liability for any Insuring Agreement, as set forth in ITEM 4 of the applicable **Policy Certificate**, is exhausted by the payment of **Loss**, all obligations of the Underwriter under such Insuring Agreement to the **Insureds** will be completely fulfilled and exhausted, including any obligation to pay **Defense Expenses** or to continue to direct the defense of any **Insured**, and the Underwriter will have no further obligations of any kind or nature whatsoever under such Insuring Agreement to such **Insureds**.

If all of the Underwriter's applicable Limits of Liability set forth in ITEM 4 of the applicable **Policy Certificate** are exhausted by the payment of **Loss**, the premium for such **Policy Certificate** will be fully earned, all obligations of the Underwriter under such **Policy Certificate** will be completely fulfilled and exhausted, including any obligation to pay **Defense Expenses** or to continue to direct the defense of any **Insured**, and the Underwriter will have no further obligations of any kind or nature whatsoever under such **Policy Certificate**.

**(N) Risk Management:**

The Underwriter directly or indirectly may make available risk management services in connection with this Policy for the purpose of managing and reducing the risks covered under this Policy. Such risk management services may cease or change in the Underwriter's sole discretion at any time.

**(O) Authorization and Notices:**

The **First Named Insured** will act on behalf of all **Insureds** with respect to: the giving or receiving of any notices under this Policy; the payment of premiums to, and receiving of return premiums from, the Underwriter; the receiving and acceptance of any endorsements issued to form a part of this Policy; and the exercising or declining to exercise any Extended Reporting Period.

**(P) Conformance:**

Any terms of this Policy that are in conflict with the laws or regulations of the state in which this Policy is issued are amended to conform with such laws or regulations.

**(Q) Representation; Incorporation of Application:**

The **Insureds** represent that the particulars and statements contained in the Application attached to this Policy are true, accurate and complete and agree that:

- (1) this Policy is issued and continued in force by the Underwriter in reliance upon the truth of such representation;
- (2) those particulars and statements are the basis of this Policy; and
- (3) the Application and those particulars and statements are incorporated in and form a part of this Policy.

No knowledge or information possessed by any **Insured** shall be imputed to any other **Insured**, except for material facts or information known to the person or persons who signed the



Application. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the Application, this Policy shall be void with respect to any **Insured** who knew of such untruth, misrepresentation or omission or to whom such knowledge is imputed.

**(R) No Action against Underwriter:**

- (1) No action shall be taken against the Underwriter by any **Insured** unless, as conditions precedent thereto, the **Insured** has fully complied with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings or by written agreement of the **Insured**, the claimant and the Underwriter.
- (2) No individual or entity shall have any right under this Policy to join the Underwriter as a party to any **Claim** to determine the liability of any **Insured**; nor shall the Underwriter be impleaded by an **Insured** or his, her, or its legal representative in any such **Claim**.

**(S) Notice:**

- (1) Notice to any **Insured** shall be sent to the **First Named Insured** at the address designated in ITEM 1 of the applicable **Policy Certificate**.
- (2) Notice to the Underwriter shall be sent to the address designated in ITEM 6 of the applicable **Policy Certificate**.

**(T) Changes:**

Notice to or knowledge possessed by any agent or other person acting on behalf of the Underwriter shall not effect a waiver or change in any part of this Policy or prevent or estop the Underwriter from asserting any right(s) under this Policy. This Policy can only be altered, waived, or changed by written endorsement issued to form a part of this Policy.

**(U) Insolvency of Insured:**

The Underwriter will not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any **Insured** or his/her/its estate.

**(V) Inspections and Surveys:**

The Underwriter or its duly authorized agent has the right but is not obliged to:

- (1) make inspections and surveys of the **Named Insured's** premises and operations at any time;
- (2) provide the **Insured** with reports on the conditions found;
- (3) recommend changes;
- (4) conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premium to be charged.

The Underwriter does not:

- (a) make safety inspections;
- (b) undertake to perform the duty of any entity to provide for the health or safety of workers or the public; or
- (c) warrant that conditions:
  - (i) are safe or healthy; or
  - (ii) comply with laws, regulations or codes.

**(W) Examination of Books and Records:**

The Underwriter may examine and audit the books and records of the **Insured** as they relate to this Policy.

**(X) Assignment:**

No assignment of interest under this Policy shall bind the Underwriter without its written consent issued as a written endorsement to form a part of this Policy.

**(Y) Entire Agreement:**

The **Insureds** agree that this Policy, including the Application, Declarations, **Policy Certificates** and any endorsements, constitutes the entire agreement between them and the Underwriter or any of its agents relating to this insurance.

**(Z) Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

**In witness whereof the Underwriter has caused this Policy to be executed by its authorized officers.**

<OneBeacon Logo> <onebeacon.com>	<877.701.0171 t   888.777.3719 f> <199 Scott Swamp Road, Farmington, CT 06032>	<Broker Logo>
	<Underwriting Company> (Stock companies owned by the OneBeacon Insurance Group) (hereinafter referred to as the "Underwriter")	
<b>Application</b> (New Business)	MEDICAL PROFESSIONAL AND GENERAL LIABILITY INSURANCE FOR FEDERALLY QUALIFIED COMMUNITY HEALTH CENTERS	

**PORTIONS OF THE POLICY FOR WHICH THIS APPLICATION IS MADE PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE WITH THE POLICY'S REPORTING PROVISIONS. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING AND CONTACT YOUR PRODUCER WITH ANY QUESTIONS.**

Instructions:

Whenever used in this Application, the term "Applicant" shall mean the organization identified in response to question 1.

**A. ACCOUNT INFORMATION**

1. Applicant Name	
Doing Business As	
Federal Employee I.D. # (FEIN)	
Principle State of Operations	
2. Mailing Address	Street:
	City: State: Zip:
	County: Website Address:
3. Risk Manager or Contact Person	Name/Title:
	Email Address:
	Telephone Number:
4. Applicant's Legal Structure	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC <input type="checkbox"/> Other (describe): _____
5. Tax Status	<input type="checkbox"/> For Profit – Private <input type="checkbox"/> For Profit - Publicly Traded <input type="checkbox"/> Not For Profit <input type="checkbox"/> Governmental <input type="checkbox"/> Other (describe): _____
6. Number of years in operation: _____	
7. Number of continuous years with "deemed" status: _____	

8. Licensed as a:

- ☐ Federally Qualified Health Center  
☐ Other Health Center (please describe):

9. List all states where the Applicant is operating and providing services:

10. Is the Applicant owned, controlled or managed by another entity?

☐ Yes ☐ No

If "Yes," please provide details:

11. Within the past twelve (12) months or within the next twelve (12) months, has the Applicant or does the Applicant expect to:

a. merge, acquire or consolidate with another entity?

☐ Yes ☐ No

b. sell or divest another entity or facility?

☐ Yes ☐ No

c. discontinue any operations or services?

☐ Yes ☐ No

d. enter into any new business activities or services (including new procedures or products being offered)?

☐ Yes ☐ No

If "Yes," please attach a supplemental sheet which describes the essential terms of each transaction. For each transaction, please be sure to include the name of the entity, date of transaction and indicate if liabilities were assumed.

12. List below all entities, subsidiaries and joint ventures requested to be included for coverage under the proposed insurance including a description of operations, relationship to the Applicant, date acquired, ownership and tax status:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Operations	Relationship to Applicant	Date Acquired	Ownership %	Tax Status

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Operations	Relationship to Applicant	Date Acquired	Ownership %	Tax Status

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Operations	Relationship to Applicant	Date Acquired	Ownership %	Tax Status

(Please note that coverage for these entities is not automatically included. The policy, if issued, will determine coverage.)

13. Does the Applicant own, operate or manage any business or facilities other than the operations described in this Application?

☐ Yes ☐ No

If "Yes," please attach details to this Application.

**B. CURRENT AND REQUESTED COVERAGE** Please note that requested coverage is not automatically provided.  
The policy, if issued, will determine actual coverage.

14. Please indicate below which coverage, limits and deductibles/SIRs are being requested:

Coverage Requested	Check if the Applicant Currently Purchases	Limits of Liability Requested (Per Claim/Aggregate)	Deductible/SIR Requested
<input type="checkbox"/> Healthcare Professional Liability	<input type="checkbox"/>	\$ _____	\$ _____
<input type="checkbox"/> General Liability	<input type="checkbox"/>	\$ _____	\$ _____
<input type="checkbox"/> Employee Benefit Liability	<input type="checkbox"/>	\$ _____	\$ _____
<input type="checkbox"/> Hired and Non-owned Auto Liability	<input type="checkbox"/>	\$ _____	\$ _____

15. Please provide current insurance information:

Coverage: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Limit of Liability	Deductible/SIR	Policy Period MM/DD/YYYY – MM/DD/YYYY	Retroactive Date	Premium

Coverage: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Limit of Liability	Deductible/SIR	Policy Period MM/DD/YYYY – MM/DD/YYYY	Retroactive Date	Premium

16. Does the Applicant have any other general liability, professional liability or social services professional liability coverage in place?

If "Yes," please describe the operations covered by such policy and provide the limits of liability and evidence of coverage for each such policy:

17. Does the Applicant have an obligation to include anyone other than its landlord, lessors or funding sources as additional insureds? ☐ Yes ☐ No

If "Yes," please describe any additional insureds to be included, their interest and requested coverage.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Description of Operations	Interest	Coverage Desired
		<input type="checkbox"/> PL <input type="checkbox"/> GL

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Description of Operations	Interest	Coverage Desired
		<input type="checkbox"/> PL <input type="checkbox"/> GL

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Description of Operations	Interest	Coverage Desired
		<input type="checkbox"/> PL <input type="checkbox"/> GL

18. **MISSOURI RESIDENTS: DO NOT ANSWER THIS QUESTION.** Has any professional liability insurer ever cancelled, declined or reduced coverage (i.e. reduced limits, restricted coverage, surcharged rates or refused renewal) for the Applicant or any facility for which coverage is requested? ☐ Yes ☐ No

If "Yes," please provide details:

### C. EXPOSURE DETAILS

19. Please complete the following exposure information:

	Last 12 Months	Next 12 Months (Projected)
Total budget	\$	\$

#### Deemed Services:

20. List the number of visits/procedures for the following "deemed" services:

	Last 12 Months	Next 12 Months
Outpatient Medical visits		
Dental visits		
Outpatient Mental Health visits		
Other (describe):		
Total number of visits/procedures		

21. Does the Applicant or any of its staff provide any services/care in hospitals?

☐ Yes ☐ No

If "Yes," are patients other than patients of Applicant's facility(ies) treated?

☐ Yes ☐ No

If "Yes," please describe the services/care provided to such patients:

22. Please provide information requested below for each employed physician or dentist providing services at the Applicant's facility(ies):

Physician/Dentist Name	Specialty	Carries own Malpractice Insurance? (Yes or No)	If "Yes," Policy Limits Carried	Policy Period MM/DD/YY – MM/DD/YY	Hours Worked Per Week

23. Please provide information requested below for each non-employed physician or dentist providing services at the Applicant's facility(ies):

☐ Yes ☐ No

(If additional space is required, please attach a separate sheet to this Application)

Does the Applicant wish to include these individuals as insureds?

☐ Yes ☐ No

Physician/Dentist name: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Specialty	Policy Number	Policy Period MM/DD/YYYY – MM/DD/YYYY	Status (check one)	Hours worked per week
			<input type="checkbox"/> Contractor <input type="checkbox"/> Volunteer	

Physician/Dentist name: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Specialty	Policy Number	Policy Period MM/DD/YYYY – MM/DD/YYYY	Status (check one)	Hours worked per week
			<input type="checkbox"/> Contractor <input type="checkbox"/> Volunteer	

Physician/Dentist name: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Specialty	Policy Number	Policy Period MM/DD/YYYY – MM/DD/YYYY	Status (check one)	Hours worked per week
			<input type="checkbox"/> Contractor <input type="checkbox"/> Volunteer	

Physician/Dentist name: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Specialty	Policy Number	Policy Period MM/DD/YYYY – MM/DD/YYYY	Status (check one)	Hours worked per week
			<input type="checkbox"/> Contractor <input type="checkbox"/> Volunteer	

Physician/Dentist name: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Specialty	Policy Number	Policy Period MM/DD/YYYY – MM/DD/YYYY	Status (check one)	Hours worked per week
			<input type="checkbox"/> Contractor <input type="checkbox"/> Volunteer	

24. Indicate the number of allied health care professionals and annual hours worked in each applicable category:

	Employees		Contractors		Volunteers	
	Number of:	Annual Hours:	Number of:	Annual Hours:	Number of:	Annual Hours:
Addiction Counselor						
Case Worker/Case Manager						
Chiropractor						
EMT/Paramedic						
Home Health Aide/Caregiver						
Lab Technician						
Mental Health Counselor						
Nurse - RN						
Nurse – LPN/LVN						
Nurse Aide or Assistant						
Nurse Anesthetist						
Nurse Practitioner/ Advance Practice Nurse						
Occupational/Speech Therapist						
Optometrist						
Pharmacist						
Physical Therapist						
Physician Assistant						
Podiatrist						
Psychologist						
Respiratory Therapist						
Social Worker						
Surgical Technician						
Other (describe):						



**Non-Deemed Services:**

25. Does the Applicant have any programs or services not included within the scope of its HRSA project?

☐ Yes ☐ No

If "Yes," provide details for each program/service:

26. Are medical or surgical abortions performed?

If "Yes," please provide information requested below for the provider(s) of these services:

Provider Name	Specialty	Board Certified in OB/GYN or Family Practice ?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

27. Does the Applicant have any locations that are not currently approved under its scope of project?

☐ Yes ☐ No

If "Yes," provide the following information:

Name of Location/Program: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Operations/Services	Type of Professionals Providing Services	Date Program Services Incepted

Name of Location/Program: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Operations/Services	Type of Professionals Providing Services	Date Program Services Incepted

Name of Location/Program: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Operations/Services	Type of Professionals Providing Services	Date Program Services Incepted

28. Does the Applicant employ or contract with any physicians who bill for services performed on behalf of the Applicant under the physician's own name or provider number?

☐ Yes ☐ No

If "Yes," provide the following information for each such physician:

Physician Name	Specialty	Hours Worked Per Week	Services Performed

29. Does the Applicant have any physicians that it employs under a contract with the physician's professional corporation and not with the physician individually?

☐ Yes ☐ No

If "Yes," provide the following information for each such physician:

Physician Name	Specialty	Hours Worked Per Week	Services Performed

30. Does the Applicant have mid-level practitioners/contractors who work less than 32.5 hours per week?

☐ Yes ☐ No

If "Yes," provide the following information for each such provider:

Physician Name	Specialty	Hours Worked Per Week	Services Performed

31. Have any of the Applicant's locations or services, or any physician employed by the Applicant, had their "deemed" status revoked during the current or prior policy period?

☐ Yes ☐ No

If "Yes," please provide details:

32. Does the Applicant:

a. maintain any beds for overnight occupancy?

☐ Yes ☐ No

if "Yes," please provide the number of beds: \_\_\_\_\_

b. provide inpatient care for any patients?

☐ Yes ☐ No

c. own, operate or administer any facility that provides inpatient care services?

☐ Yes ☐ No

If "Yes" to any of the above, please provide details:

**General Liability Exposures:** Complete this section (Questions 33 – 34) if General Liability Coverage is requested.

33. Does the Applicant operate any of the below?

- a. Homeless Shelters ☐ Yes ☐ No
- b. Section 8 housing ☐ Yes ☐ No
- c. Migrant camps ☐ Yes ☐ No
- d. Thrift stores ☐ Yes ☐ No
- e. Social services activities such as Meals on Wheels, youth camps, adoption / foster services, etc. ☐ Yes ☐ No

If "Yes" to any of the above, provide the location and services provided:

Location Name	Services Provided

34. If coverage for Hired and Non-Owned Auto Liability is requested:

- a. Are MVRs checked prior to hire? ☐ Yes ☐ No
- b. Are MVRs rechecked? ☐ Yes ☐ No
- If "Yes," how often are MVRs updated? \_\_\_\_\_
- c. Does the Applicant transport patients? ☐ Yes ☐ No
- d. Does the Applicant have a commercial auto policy in place? ☐ Yes ☐ No
- e. What are the required minimum personal auto liability limits for those drivers who use their own personal vehicles for business purposes? \_\_\_\_\_

35. List of Locations:

Please list all locations associated with the Applicant and provide corresponding premises information.

If additional space is required, please attach a separate sheet to this Application.

Address/Occupancy	Square Footage	Age	Type of Construction	Number of Floors	Type of Fire Protection: AS = Auto. Sprinkler; H = Heat Detector; S = Smoke Detector; A = Auto Alarm

## D. OPERATIONS AND ADMINISTRATION

36. Please indicate the professional or industry association(s) of which the Applicant is a member in good standing:

☐ JCAHO    ☐ NAHC    ☐ NACHC    ☐ Other: \_\_\_\_\_

37. Has any physician or dentist (whether employed, contracted or volunteer) who provides services on the Applicant's behalf:

- a. been investigated, disciplined, censured or reprimanded by any government agency, medical society, professional review board or licensing entity or board? ☐ Yes ☐ No
- b. been treated for any alcohol, narcotics or any substance abuse? ☐ Yes ☐ No
- c. had hospital privileges reduced, suspended or revoked? ☐ Yes ☐ No
- d. had a license to practice denied, revoked, suspended, placed on probation or limited in any way? ☐ Yes ☐ No

If "Yes" to any of the above, please list each such physician or dentist below and provide a separate Federally Qualified Community Health Centers Physician Application or Dentist Application for each such physician or dentist.

Physician/Dentist name: \_\_\_\_\_

38. Has the Applicant or any facility had an incident or investigation with any provider of alleged sexual misconduct or molestation? ☐ Yes ☐ No

39. Does the Applicant have a written policy that requires staff to report and document all incidents, accidents, adverse events or complaints? ☐ Yes ☐ No

If "Yes," are records of such reports kept on file with the Applicant? ☐ Yes ☐ No

## E. CLAIMS / PRIOR KNOWLEDGE

40. During the past five (5) years, has any claim that may fall within the scope of the proposed insurance been made against the Applicant or against any entity or individual proposed for coverage under this insurance? ☐ Yes ☐ No

If "Yes," please provide the following information for all such claims as an attachment to this Application: date of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open), and claim status (open/closed).

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 40 IS EXCLUDED FROM THE PROPOSED INSURANCE.

41. Is the Applicant or any entity or individual proposed for coverage under this insurance aware of any fact, circumstance, situation, transaction, event, act, error or omission that the Applicant, any such entity, or any such individual has reason to believe may, or could reasonably be foreseen to, give rise to a claim or loss that may fall within the scope of the proposed insurance? ☐ Yes ☐ No

If "Yes," please attach details to this Application.

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 41 IS EXCLUDED FROM THE PROPOSED INSURANCE.

## F. ATTACHMENTS

Please attach copies of the following documents to this Application. These documents shall be considered part of this Application.

- Currently valued loss runs from the last (5) years
- Deeming Notification Letter

Please complete a Federally Qualified Community Health Centers Physician Application or Dentist Application as applicable for each physician or dentist requesting coverage for non-"deemed" services under the proposed insurance or as required by question 37 of this Application.

## G. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

**ALABAMA AND MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ARKANSAS, MINNESOTA, AND OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

**COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**FLORIDA APPLICANTS:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

**KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**OKLAHOMA APPLICANTS:** WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON AND TEXAS APPLICANTS:** Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

**PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**PUERTO RICO APPLICANTS:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

## H. SIGNATURE AND AUTHORIZATION

The undersigned, as the authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida and New Hampshire Applicants, the preceding sentence is replaced with the following sentence: The undersigned, as authorized agent of all individuals and entities proposed for this insurance, represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by the Underwriter. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

The Underwriter will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

The Underwriter is authorized to make any inquiry in connection with this Application. The Underwriter's acceptance of this Application or the making of any subsequent inquiry does not bind the Applicant or the Underwriter to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to the Underwriter under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, the Applicant must notify the Underwriter immediately and the Underwriter may modify or withdraw any quotation or agreement to bind insurance.

**NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant Name			
By (Authorized Signature)			
Name/Title			
Date			
NOTE: THIS APPLICATION MUST BE SIGNED BY A PARTNER, PRINCIPAL, DIRECTOR OR OFFICER OF THE APPLICANT ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.			
Produced By (Insurance Agent)			
Insurance Agency			
Insurance Agency Taxpayer ID			
Agent License No. or Surplus Lines No.			
Address	Street:	State:	Zip:
	City:		
Email Address			

Submitted By (Insurance Agency)	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: City:State:Zip:



<p>&lt;OneBeacon Logo&gt;</p> <p>&lt;onebeacon.com&gt;</p>	<p>&lt;877.701.0171 t   888.777.3719 f&gt; &lt;199 Scott Swamp Road, Farmington, CT 06032&gt;</p>	<p>&lt;Broker Logo&gt;</p>		
<p><b>Application</b> (Individual Physician)</p>	<p>&lt;Underwriting Company&gt; (Stock companies owned by the OneBeacon Insurance Group (hereinafter referred to as the "Underwriter")</p> <p>FEDERALLY QUALIFIED COMMUNITY HEALTH CENTERS PHYSICIAN APPLICATION</p>			
<p><b>PORTIONS OF THE POLICY FOR WHICH THIS APPLICATION IS MADE PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE WITH THE POLICY'S REPORTING PROVISIONS. READ THE POLICY AND THIS APPLICATION CAREFULLY AND CONTACT YOUR PRODUCER WITH ANY QUESTIONS.</b></p> <p>For the purposes of this Application, "Applicant Entity" means the entity identified as the "Applicant" in the primary application submitted for this insurance to which a policy may be/has been issued.</p> <p><b>Instructions:</b></p> <ul style="list-style-type: none"> <li>• Please complete a separate Federally Qualified Community Health Centers Physician Application for each physician requesting coverage for non-"deemed" services or as required by question 37 of the Medical Professional and General Liability Insurance For Federally Qualified Community Health Centers Application.</li> <li>• The Physician identified in question 2 below must attach a copy of his/her curriculum vitae (CV) with this Application.</li> </ul>				
<p><b>A. ACCOUNT INFORMATION</b></p>				
<table border="1"> <tr> <td data-bbox="94 1041 776 1108">1. Applicant Entity</td> <td data-bbox="776 1041 1541 1108"></td> </tr> </table>			1. Applicant Entity	
1. Applicant Entity				
<p><b>B. PHYSICIAN INFORMATION</b></p>				
<table border="1"> <tr> <td data-bbox="94 1199 776 1260">2. Physician Name</td> <td data-bbox="776 1199 1541 1260"></td> </tr> </table>			2. Physician Name	
2. Physician Name				
<table border="1"> <tr> <td data-bbox="94 1260 776 1318">3. Medical Specialty</td> <td data-bbox="776 1260 1541 1318"></td> </tr> </table>			3. Medical Specialty	
3. Medical Specialty				
<table border="1"> <tr> <td data-bbox="94 1318 1323 1379">4. Is the Physician board certified in his/her specialty?</td> <td data-bbox="1323 1318 1541 1379"> <input type="checkbox"/> Yes   <input type="checkbox"/> No </td> </tr> </table>			4. Is the Physician board certified in his/her specialty?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the Physician board certified in his/her specialty?	<input type="checkbox"/> Yes <input type="checkbox"/> No			

5. Please provide the following information regarding the Physician's medical education and training:

a. Medical school

Name of school: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Year graduated: \_\_\_\_\_ Degree: \_\_\_\_\_

b. Internship

Name of school: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

c. Residency

Name of hospital: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Year completed: \_\_\_\_\_ Specialty: \_\_\_\_\_

d. Fellowship

Name of hospital: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Year completed: \_\_\_\_\_ Specialty: \_\_\_\_\_

6. Is the Physician a current resident intern, extern or fellow?

☐ Yes ☐ No

7. If the Physician is a foreign medical school graduate, is he/she ECFMG certified?

☐ Yes ☐ No

8. List all states where the Physician is licensed to practice and the applicable license number:

State/License number: \_\_\_\_\_ State/License number: \_\_\_\_\_

State/License number: \_\_\_\_\_ State/License number: \_\_\_\_\_

9. List all hospitals/facilities where the Physician has staff privileges:

Facility name, City/State: \_\_\_\_\_

Facility name, City/State: \_\_\_\_\_

10. How many hours per week does the Physician work on behalf of the Applicant Entity? \_\_\_\_\_

11. How many weeks per year does the Physician work on behalf of the Applicant Entity? \_\_\_\_\_

12. Does the Physician practice for the Applicant Entity as an ☐ employee ☐ independent contractor ☐ volunteer?

13. Indicate percentage of time devoted to the following medical and/or surgical activities:  
(total must = 100%)

_____ % Allergy & Immunology	_____ % Nuclear Medicine
_____ % Anesthesiology	_____ % Nutrition
_____ % Broncho-Esophagology	_____ % Obstetrics/Pre-Natal Care
_____ % Cardiovascular Disease	_____ % Oncology
_____ % Colon & Rectal	_____ % Ophthalmology
_____ % Dermatology	_____ % Oral-Maxillofacial Surgery
_____ % Diabetes	_____ % Orthopedics
_____ % Emergency Medicine	_____ % Otolaryngology
_____ % Endocrinology	_____ % Otorhinolaryngology
_____ % Family Practice or General Practice, Excl. OB	_____ % Pain Management
_____ % Family Practice or General Practice, Incl. OB	_____ % Pathology
_____ % Fetal & Maternal Medicine	_____ % Pharmacology
_____ % Foot & Ankle Surgery	_____ % Physiatrist
_____ % Gastroenterology	_____ % Physician-NOC
_____ % General Preventative Medicine	_____ % Physical Medicine & Rehabilitation
_____ % Geriatrics	_____ % Psychiatry
_____ % Gynecology	_____ % Psychoanalysis
_____ % Hand	_____ % Psychosomatic Medicine
_____ % Head & Neck	_____ % Public Health
_____ % Hematology	_____ % Pulmonary Diseases
_____ % Infectious Diseases	_____ % Radiology
_____ % Intensive Care Medicine	_____ % Rheumatology
_____ % Laryngology	_____ % Rhinology
_____ % Limited General Practice	_____ % Teleradiology
_____ % Legal Medicine	_____ % Thoracic
_____ % Neoplastic Diseases	_____ % Urology
_____ % Nephrology	_____ % Weight Reduction/Control
_____ % Neurology	_____ % Other (list): _____

14. Does the Physician perform any surgery on behalf of the Applicant Entity?

☐ Yes ☐ No

If "Yes," please describe the surgery type(s) and frequency:

15. Does the Physician administer any anesthesia on behalf of the Applicant Entity?

☐ Yes ☐ No

If "Yes," please describe the anesthesia type(s) and frequency:

16. Does the Physician work in correctional institutions?

☐ Yes ☐ No

If "Yes," please describe the services the Physician is providing:

17. Does the Physician serve as a Medical Director for any organization?

☐ Yes ☐ No

If "Yes," list the organization(s) or facility(ies) where the Physician serves as Medical Director:

18. Does the Physician perform any abortions on behalf of the Applicant Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Has the Physician ever:	
a. been investigated, disciplined, censured or reprimanded by a medical society, professional review board or licensing entity or board?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. been convicted of an act committed in violation of any law or ordinance other than a traffic offense?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. been treated for any alcohol, narcotics or substance abuse?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. had Medicaid, Medicare or any health program authorities initiate an investigation for alleged billing fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. had hospital privileges reduced, suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. had a license to practice denied, revoked, suspended, placed on probation or limited in any way?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. been investigated for alleged sexual misconduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**C. CURRENT COVERAGE**

20. Current carrier: _____ Retroactive date: _____
Current limits:    Each claim: _____ Aggregate: _____
21. What is the Physician's start date at the Applicant Entity's facility(ies)? _____

**D. CLAIMS/PRIOR KNOWLEDGE**

22. During the past five (5) years, has any claim that may fall within the scope of the proposed insurance been made against the Physician?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," please provide the following information for all such claims as an attachment to this Application: date of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open), and claim status (open/closed).</p> <p>NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 22 IS EXCLUDED FROM THE PROPOSED INSURANCE.</p>	
23. Is the Physician aware of any fact, circumstance, situation, transaction, event, act, error or omission that the Physician has reason to believe may, or could reasonable be foreseen to, give rise to a claim that may fall within the scope of the proposed insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," please attach details to this Application.</p> <p>NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 23 IS EXCLUDED FROM THE PROPOSED INSURANCE.</p>	

## E. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

**ALABAMA AND MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ARKANSAS, MINNESOTA, AND OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

**COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**FLORIDA APPLICANTS:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

**KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**OKLAHOMA APPLICANTS:** WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON AND TEXAS APPLICANTS:** Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

**PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**PUERTO RICO APPLICANTS:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

## F. SIGNATURE AND AUTHORIZATION

The undersigned declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida and New Hampshire Applicants, the preceding sentence is replaced with the following sentence: The undersigned represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in the Application and the application submitted by the Applicant Entity is material to the risk accepted by the Underwriter. If a policy is issued it will be in reliance upon this Application and the application submitted by the Applicant Entity, and this Application and the application submitted by the Applicant Entity will be the basis of the contract.

The Underwriter will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

The Underwriter is authorized to make any inquiry in connection with this Application. The Underwriter's acceptance of this Application or the making of any subsequent inquiry does not bind you or the Underwriter to complete the insurance or issue a policy. The information provided in this Application is for underwriting purposes only and does not constitute notice to the Underwriter under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, the undersigned must notify the Underwriter immediately and the Underwriter may modify or withdraw any quotation or agreement to bind insurance.

**NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Physician Signature		
Print Name		Date:

<OneBeacon Logo>  <onebeacon.com>	<877.701.0171 t   888.777.3719 f> <199 Scott Swamp Road, Farmington, CT 06032>	<Broker Logo>
	<Underwriting Company> (Stock companies owned by the OneBeacon Insurance Group) (hereinafter referred to as the "Underwriter")	
Application (Individual Dentist)	FEDERALLY QUALIFIED COMMUNITY HEALTH CENTERS DENTIST APPLICATION	

**PORTIONS OF THE POLICY FOR WHICH THIS APPLICATION IS MADE PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE WITH THE POLICY'S REPORTING PROVISIONS. READ THE POLICY AND THIS APPLICATION CAREFULLY AND CONTACT YOUR PRODUCER WITH ANY QUESTIONS.**

For the purposes of this Application, "Applicant Entity" means the entity identified as the "Applicant" in the primary application submitted for this insurance to which a policy may be/has been issued.

**Instructions:**

- Please complete a separate Federally Qualified Community Health Centers Dentist Application for each dentist requesting coverage for non-"deemed" services or as required by question 37 of the Medical Professional and General Liability Insurance For Federally Qualified Community Health Centers Application.
- The Dentist identified in question 2 below must attach a copy of his/her curriculum vitae (CV) with this Application.

<b>A. ACCOUNT INFORMATION</b>	
1. Applicant Entity	
<b>B. DENTIST INFORMATION</b>	
2. Dentist Name	
3. Dental Specialty	
4. Please provide the following information regarding the Dentist's education and training: <div style="margin-left: 20px;">           a. Dental school            Name of school: _____ City: _____ State: _____            Year graduated: _____ Degree: _____         </div> <div style="margin-left: 20px;">           b. Other training or residency            Name of school/institution: _____ City: _____ State: _____            Type of training: _____            Date from: _____ Date to: _____         </div> <div style="margin-left: 20px;">           Name of school/institution: _____ City: _____ State: _____         </div>	

Type of training: _____ Date from: _____ Date to: _____							
5. Is the Dentist in training at any facility for the Applicant Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No						
6. If the Dentist is a foreign dental school graduate, is the Dentist certified by the State Board of Dental Examiners?	<input type="checkbox"/> Yes <input type="checkbox"/> No						
7. List all states where the Dentist is licensed to practice and the applicable license number: State/License number: _____ State/License number: _____ State/License number: _____ State/License number: _____							
8. Is the Dentist board certified? <span style="float: right;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</span> If "Yes," list each specialty board and the date certified: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 5px;">Board: _____</td> <td style="width: 50%; padding: 5px;">Board: _____</td> </tr> <tr> <td style="padding: 5px;">Date certified: _____</td> <td style="padding: 5px;">Date certified: _____</td> </tr> </table> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>If "No," is the Dentist board eligible?</span> <span><input type="checkbox"/> Yes   <input type="checkbox"/> No</span> </div> If "Yes," please describe: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 5px;">Board: _____</td> <td style="width: 50%; padding: 5px;">Board: _____</td> </tr> </table>		Board: _____	Board: _____	Date certified: _____	Date certified: _____	Board: _____	Board: _____
Board: _____	Board: _____						
Date certified: _____	Date certified: _____						
Board: _____	Board: _____						
9. List all hospitals/facilities where the Dentist has staff privileges: Facility name, City/State: _____ Facility name, City/State: _____							
10. How many hours per week does the Dentist work on behalf of the Applicant Entity? _____							
11. How many weeks per year does the Dentist work on behalf of the Applicant Entity? _____							
12. Does the Dentist practice for the Applicant Entity as an <input type="checkbox"/> employee <input type="checkbox"/> independent contractor <input type="checkbox"/> volunteer?							



13. Indicate percentage of time devoted to the following areas of practice:  
(percentages must total 100%)

<p>____% General Dentistry</p> <p>____% Anesthesiology (please describe):</p> <p>____% Cosmetic dentistry</p> <p>____% Endodontics</p> <p>____% Extractions or bony impacted or partially bony impacted teeth</p> <p>____% Implants (please describe):</p> <p>____% Oral or Maxillofacial</p> <p>____% Surgery, including non-dental procedures (please describe):</p>	<p>____% Oral Pathology</p> <p>____% Orthodontics</p> <p>____% Pedodontics (pediatric dentistry)</p> <p>____% Periodontics</p> <p>____% Prosthodontics</p> <p>____% Public health</p> <p>____% T.M.D. (please describe):</p> <p>____% Other (describe):</p> <p>____% <b>Total</b></p>
--	---

14. Does the Dentist:

- a. administer general anesthesia to patients? ☐ Yes ☐ No
- b. perform procedures on patients under general anesthesia? ☐ Yes ☐ No
- c. administer conscious sedation? ☐ Yes ☐ No

If "Yes," please indicate the types of conscious sedation (percentages must total 100%):

- i. intramuscular \_\_\_\_%
- ii. intravenous \_\_\_\_%
- iii. nitrous oxide \_\_\_\_%
- iv. combination of above% \_\_\_\_

**Total:** \_\_\_\_%

15. Does the Dentist work in correctional institutions?

☐ Yes ☐ No

If "Yes," please describe the services the Dentist is providing:

16. Does the Dentist serve as a Dental Director for any organization?

☐ Yes ☐ No

If "Yes," list the organization(s) or facility(ies) where the Dentist serves as Dental Director:

17. Has the Dentist ever:

- a. been investigated, disciplined, censured or reprimanded by any government agency, professional review board or licensing entity or board? ☐ Yes ☐ No
- b. been convicted of an act committed in violation of any law or ordinance other than a traffic offence? ☐ Yes ☐ No
- c. been treated for any alcohol, narcotics or any substance abuse? ☐ Yes ☐ No
- d. had Medicaid, Medicare or any health program authorities initiate an investigation for alleged billing fraud? ☐ Yes ☐ No

- e. had hospital or other healthcare facility privileges reduced, suspended or revoked? ☐ Yes ☐ No
- f. had a license to practice denied, revoked, suspended, placed on probation or limited in any way? ☐ Yes ☐ No
- g. been investigated for alleged sexual misconduct? ☐ Yes ☐ No

### C. CURRENT COVERAGE

18. Current carrier: \_\_\_\_\_ Retroactive date: \_\_\_\_\_

Current limits: Each claim: \_\_\_\_\_ Aggregate: \_\_\_\_\_

19. What is the Dentist's start date at the Applicant Entity's facility(ies)? \_\_\_\_\_

### D. CLAIMS/PRIOR KNOWLEDGE

20. During the past five (5) years, has any claim that may fall within the scope of the proposed insurance been made against the Dentist? ☐ Yes ☐ No

If "Yes," please provide the following information for all such claims as an attachment to this Application:  
date of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves  
(if claims are open), and claim status (open/closed).

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 20 IS EXCLUDED FROM THE PROPOSED INSURANCE.

21. Is the Dentist aware of any fact, circumstance, situation, transaction, event, act, error or omission that the Dentist has reason to believe may, or could reasonable be foreseen to, give rise to a claim that may fall within the scope of the proposed insurance? ☐ Yes ☐ No

If "Yes," please attach details to this Application.

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 21 IS EXCLUDED FROM THE PROPOSED INSURANCE.

## E. FRAUD WARNINGS

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## F. SIGNATURE AND AUTHORIZATION

The undersigned declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida and New Hampshire Applicants, the preceding sentence is replaced with the following sentence: The undersigned represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in the Application and the application submitted by the Applicant Entity is material to the risk accepted by the Underwriter. If a policy is issued it will be in reliance upon this Application and the application submitted by the Applicant Entity, and this Application and the application submitted by the Applicant Entity will be the basis of the contract.

The Underwriter will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

The Underwriter is authorized to make any inquiry in connection with this Application. The Underwriter's acceptance of this Application or the making of any subsequent inquiry does not bind you or the Underwriter to complete the insurance or issue a policy. The information provided in this Application is for underwriting purposes only and does not constitute notice to the Underwriter under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, the undersigned must notify the Underwriter immediately and the Underwriter may modify or withdraw any quotation or agreement to bind insurance.

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Dentist Signature		
Print Name		Date:

ENDORSEMENT NO. >  
ADDITIONAL NAMED INSURED ENTITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of an additional premium of \$<ADDLPREM> charged, the term "**Named Insured**," as defined in Section II DEFINITIONS of this Policy, is amended to include the following entity(ies), but only for:

- (1) **Wrongful Acts** happening on or after the Retroactive Date set forth opposite the name of each such entity; and
- (2) **Occurrences** happening on or after the effective date of this endorsement.

Additional Named Insured

Retroactive Date

<ADDLNAMEDINSURED>

<RETRODATE>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
DELETE EMPLOYEE BENEFIT LIABILITY COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to       <AccountName>  
Issued by       <CarrierName>

In consideration of the premium charged, it is understood and agreed that no coverage will be  
available under this Policy for Employee Benefit Liability. Consequently,

- (1)     INSURING AGREEMENT (C) of this Policy is deleted in its entirety. Any and all references  
to INSURING AGREEMENT (C) in this Policy are deleted in their entirety.
- (2)     Section III EXCLUSIONS (C) of this Policy is deleted in its entirety.
- (3)     Each of ITEM 3 and 4 of the Policy Certificate is amended by deleting clause "C"  
therefrom.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
DELETE GENERAL LIABILITY AND  
EMPLOYEE BENEFIT LIABILITY COVERAGES ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. >  
Issued to >  
Issued by >

In consideration of the premium charged, it is understood and agreed that no coverage will be  
available under this Policy for General Liability or Employee Benefit Liability. Consequently:

- (1) INSURING AGREEMENTS (B) and (C) of this Policy are deleted in their entirety. Any and  
all references in this Policy to INSURING AGREEMENT (B) or (C) are deleted.
- (2) Section III EXCLUSIONS (B) and (C) of this Policy are deleted in their entirety.
- (3) Each of ITEM 3 and 4 of the Policy Certificate is amended by deleting clauses "B" and "C"  
therefrom.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
ADDITIONAL NAMED INSURED – RELATED TO ORIGINAL NAMED INSURED ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CERTIFICATENO>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) The term “**Named Insured**,” as defined in Section II DEFINITIONS of this Policy, is amended to include the entity(ies) scheduled below (each an “Additional Named Insured”), but solely:
- (a) with respect to liability imposed or sought to be imposed on such Additional Named Insured that is based on or arises out of acts, errors or omissions committed or allegedly committed by such Additional Named Insured when and to the extent that, such Additional Named Insured is acting on behalf of, and within the capacity and scope of its duties for <OriginalNamed Insured>; and
  - (b) for **Wrongful Acts** happening on or after the Retroactive Date identified for each Additional Named Insured in the schedule below and **Occurrences** happening on or after the effective date of this endorsement:

SCHEDULE

<u>Additional Named Insured:</u>	<u>Retroactive Date:</u>
<SpecificEntity>	<RetroactiveDate>

- (2) It is understood and agreed that the Additional Named Insured(s) share in the applicable Limits of Liability set forth in ITEM 4 of the Policy Certificate.
- (3) ITEM 3 of the Policy Certificate shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of the Policy shall remain unchanged.



ENDORSEMENT NO. >  
NOTICE OF CANCELLATION TO SCHEDULED PARTY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) If the Underwriter cancels this Policy for any reason other than non-payment of premium, the Underwriter will endeavor to provide notice of such cancellation to the individual(s) or entity(ies) identified in the schedule below (each a "Scheduled Party"), at the address set forth next to the Scheduled Party's name, when notice of cancellation is sent to the **First Named Insured**. In no event will the timing of notice to a Scheduled Party exceed the timing of notice to the **First Named Insured**. It is understood and agreed that notice of cancellation to a Scheduled Party is provided solely as a courtesy for the convenience of the **First Named Insured** and does not constitute a prerequisite to effective policy cancellation.
- (2) Failure to provide notice of cancellation to a Scheduled Party shall impose no liability of any kind or nature whatsoever on the Underwriter and shall not amend or extend the effective date of policy cancellation or invalidate the cancellation.

<u>Scheduled Party:</u>	<u>Scheduled Party Address:</u>
<NameOf IndividualOrEntity>	<Address>

All other terms, conditions and limitations of the Policy shall remain unchanged.

ENDORSEMENT NO. >  
DELETE GENERAL LIABILITY COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged, it is understood and agreed that no coverage will be available under this Policy for General Liability. Consequently:

- (1) INSURING AGREEMENT (B) of this Policy is deleted in its entirety. Any and all references in this Policy to INSURING AGREEMENT (B) are deleted in their entirety.
- (2) Section III EXCLUSIONS (B) of this Policy is deleted in its entirety.
- (3) Each of ITEM 3 and 4 of the Policy Certificate is amended by deleting clause "B" therefrom.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
CONDITIONAL EXCLUSION OF TERRORISM ENDORSEMENT  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.     <  
Issued to     <  
Issued by     <

In consideration of the premium charged:

- (1) This Endorsement shall become applicable on the date when any one or more of the following first occurs, provided that if the Inception Date stated in ITEM 2(a) of the Declarations begins after such date, then the provisions of this Endorsement shall be applicable as of such Inception Date:
  - (a) the federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under INSURING AGREEMENT (B) of this Policy; or
  - (b) a renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available under the type of insurance provided by INSURING AGREEMENT (B) of this Policy and with revisions that:
    - (i) increase the Underwriter's statutory percentage deductible under the Program for terrorism losses (such deductible determines the amount of all certified terrorism losses the Underwriter must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses);
    - (ii) decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (iii) redefine terrorism or make insurance coverage for terrorism subject to terms and conditions that differ from those that apply to other types of **Claims** under INSURING AGREEMENT (B) of this Policy.
- (2) If this Endorsement becomes applicable, the provisions set forth herein:
  - (a) supersede those of any terrorism endorsement already attached to this Policy that address "certified acts of terrorism" or "other acts of terrorism", but only with respect to:
    - (i) an act or incident of terrorism (however defined) that results in injury or damage that occurs on or after the date when the provisions of this Endorsement become applicable (for General Liability coverage that applies on an occurrence basis); or
    - (ii) an act or incident of terrorism (however defined) that results in a **Claim** first made on or after the date when the provisions of this Endorsement become applicable (for General Liability coverage that applies on a claims-made basis); and
  - (b) remain applicable unless the Underwriter notifies the **Insured** of changes in these provisions, in response to federal law.

- (3) If this Endorsement does not become applicable, any terrorism endorsement already attached to this Policy that addresses "certified acts of terrorism" or "other acts of terrorism" will continue in effect unless the Underwriter notifies the **Insured** of changes to that endorsement in response to federal law.
- (4) For purposes of this Endorsement, the term "**Terrorism**" means activities against persons, organizations or property of any nature:
- (a) that involve the following or preparation for the following:
    - (i) use or threat of force or violence;
    - (ii) commission or threat of a dangerous act; or
    - (iii) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - (b) when one or both of the following applies:
    - (i) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- (5) No coverage will be available under INSURING AGREEMENT (B) of this Policy for **Loss** or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **Terrorism**, including any act in hindering or defending against an actual or expected act or incident of **Terrorism**. It is understood and agreed that this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such **Claim**. But this exclusion applies only when one or more the following are attributed to an act or incident of **Terrorism**:
- (a) the **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
  - (b) radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material;
  - (c) the **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
  - (d) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials;
  - (e) the total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Underwriter will include all insured damage sustained by property of all persons and entities by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is

covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

- (f) fifty or more persons sustained death or serious physical injury. For the purpose of this provision, serious physical injury means:
  - (i) physical injury that involves a substantial risk of death;
  - (ii) protracted and obvious physical disfigurement; or
  - (iii) protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in paragraphs (5)(e) or (5)(f) are exceeded.

With respect to this exclusion, paragraphs (5)(e) and (5)(f) describe the threshold used to measure the magnitude of an act or incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that act or incident. When the exclusion applies to an act or incident of **Terrorism**, no coverage will be available under INSURING AGREEMENT (B) of this Policy for **Loss** or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such act or incident of **Terrorism**.

In the event of any act or incident of **Terrorism** that is not subject to this exclusion, it is understood and agreed that all other terms and conditions of this Policy will apply to any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such act or incident of **Terrorism**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage under Insuring Agreement (B) of the <Policy Name> Policy for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY INSURING AGREEMENT (B) OF THE <POLICY NAME> POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, THE <POLICY NAME> POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

The prospective premium required for terrorism coverage under Insuring Agreement (B) of the <Policy Name> Policy is: \$\_\_\_\_\_.

If you wish to reject this offer of coverage, please check the box below, sign this notice and send it to your agent or broker. An exclusion of certain acts of terrorism under Insuring Agreement (B) will then be made part of the <Policy Name> Policy.

<input type="checkbox"/>	I hereby reject the offer of terrorism coverage. <b>I understand that we will have no coverage under Insuring Agreement (B) for losses arising from certain acts of terrorism.</b>
--------------------------	--

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

ENDORSEMENT NO. <EN>  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM; EXCLUSION OF OTHER ACTS OF TERRORISM  
COMMITTED OUTSIDE THE UNITED STATES ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.     <  
Issued to     <  
Issued by     <

In consideration of the premium charged:

- (1) If aggregate insured losses attributable to **Certified Acts of Terrorism** (as defined below) exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- (2) Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto, no coverage will be available under INSURING AGREEMENT (B) of this Policy, and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any **Other Act of Terrorism** (as defined below) that is committed outside the United States of America, including its territories and possessions, or Puerto Rico.
- (3) For the purposes of this endorsement, Section II DEFINITIONS of this Policy is amended to include the following terms:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Act, to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a "certified act of terrorism" include the following:

- (a) the act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Act; and
- (b) the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion, and such act is not a **Certified Act of Terrorism**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.     <  
Issued to     <  
Issued by     <

In consideration of the premium charged:

- (1) If aggregate insured losses attributable to **Certified Acts of Terrorism** (as defined below) exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- (2) For the purposes of this endorsement, Section II DEFINITIONS of this Policy is amended to include the following term:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Act, to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a "certified act of terrorism" include the following:

- (a) the act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Act; and
- (b) the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms, conditions and limitations of this Policy shall remain unchanged.



ENDORSEMENT NO. <EN>  
EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND CERTAIN OTHER ACTS OF TERRORISM  
ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.     <  
Issued to     <  
Issued by     <

In consideration of the premium charged:

- (1) No coverage will be available under INSURING AGREEMENT (B) of this Policy, and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any **Certified Act of Terrorism** (as defined below) or **Other Act of Terrorism** (as defined below); provided that, with respect to an **Other Act of Terrorism**, this exclusion only applies when one or more of the following are attributed to such **Other Act of Terrorism**:
- (a) the total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, the Underwriter will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purposes of this subparagraph, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusion;
  - (b) fifty or more persons sustain death or serious physical injury. For the purposes of this subparagraph, serious physical injury means:
    - (i) physical injury that involves a substantial risk of death;
    - (ii) protracted and obvious physical disfigurement; or
    - (iii) protracted loss of or impairment of the function of a bodily member or organ;
  - (c) the **Other Act of Terrorism** involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
  - (d) the **Other Act of Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - (e) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Other Act of Terrorism** was to release such materials.

It is understood and agreed that subparagraphs (a) and (b) above describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances under which the threshold will apply for the purposes of determining whether this exclusion will apply to such incident of an **Other Act of Terrorism**.

- (2) For the purposes of this endorsement, Section II DEFINITIONS of this Policy is amended to include the following terms:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Terrorism Risk Insurance Act ("the Act"), to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a "certified act of terrorism" include the following:

- (a) the act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Act; and
- (b) the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion, and such act is not a **Certified Act of Terrorism**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
ADDITIONAL INSURED ENDORSEMENT-PRIMARY AND NONCONTRIBUTORY (PL)

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (A) of this Policy, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, is amended to include the person(s) or entity(ies) scheduled below (each an "Additional Insured"), but solely with respect to any liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omission of an original **Insured**.
- (2) No coverage will be available under this Policy for **Loss** or **Defense Expenses** for any **Claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of an Additional Insured.
- (3) With respect to any **Claim** against an Additional Insured based upon both the acts, errors or omissions of the original **Insured** and the acts, errors or omissions of an Additional Insured, the Underwriter will pay **Defense Expenses** incurred by such Additional Insured in connection with such **Claim** and **Loss** such Additional Insured is legally obligated to pay as a result of the acts, errors or omissions of the original **Insured**, subject in all events to all other terms, conditions and exclusions of this Policy. No coverage will be available under this Policy for any **Loss** such Additional Insured is obligated to pay as a result of its own acts, errors or omissions.
- (4) Any coverage for **Defense Expenses** incurred by an Additional Insured pursuant to this endorsement shall be primary, and Section IV GENERAL CONDITIONS (L) of this Policy shall be deemed amended accordingly.
- (5) If a written agreement between the **Named Insured** and an Additional Insured providing indemnity or contribution in favor of such Additional Insured exists, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by the **Named Insured** in such agreement.
- (6) It is understood and agreed that the Additional Insured(s) scheduled below share in the applicable Limits of Liability set forth in ITEM 4.A. of the Policy Certificate.

SCHEDULE

<u>Additional Insured</u>	<u>Premium</u>
<AdditionalInsured>	<Premium>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <>  
ADDITIONAL INSURED ENDORSEMENT-PRIMARY AND NONCONTRIBUTORY (GL)

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (B) of this Policy, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, is amended to include the person(s) or entity(ies) scheduled below (each an "Additional Insured"), but solely with respect to any liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omission of an original **Insured**.
- (2) No coverage will be available under this Policy for **Loss** or **Defense Expenses** for any **Claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of an Additional Insured.
- (3) With respect to any **Claim** against an Additional Insured based upon both the acts, errors or omissions of the original **Insured** and the acts, errors or omissions of an Additional Insured, the Underwriter will pay **Defense Expenses** incurred by such Additional Insured in connection with such **Claim** and **Loss** such Additional Insured is legally obligated to pay as a result of the acts, errors or omissions of the original **Insured**, subject in all events to all other terms, conditions and exclusions of this Policy. No coverage will be available under this Policy for any **Loss** such Additional Insured is obligated to pay as a result of its own acts, errors or omissions.
- (4) Any coverage for **Defense Expenses** incurred by an Additional Insured pursuant to this endorsement shall be primary, and Section IV GENERAL CONDITIONS (L) of this Policy shall be deemed amended accordingly.
- (5) If a written agreement between the **Named Insured** and an Additional Insured providing indemnity or contribution in favor of such Additional Insured exists, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by the **Named Insured** in such agreement.
- (6) It is understood and agreed that the Additional Insured(s) scheduled below share in the applicable Limits of Liability set forth in ITEM 4.B. of the Policy Certificate.

SCHEDULE

Additional Insured  
<AdditionalInsured>

Premium  
<Premium>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
SEPARATE GL LIMITS OF LIABILITY PER LOCATION ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No.>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) Notwithstanding Section IV GENERAL CONDITIONS (A) of this Policy, it is understood and agreed that, subject to paragraphs (3) and (4) of this endorsement, the "Each Claim," the "Aggregate for all Claims," and the "Damage to Rented Premises" Limits of Liability for INSURING AGREEMENT (B) of this Policy, as set forth in ITEM 4.B. of the Policy Certificate, shall apply separately to each **Location** (as defined below) of the **Named Insured**.
- (2) For the purposes of this endorsement, the term "**Location**" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- (3) In no event shall the Underwriter's Limit of Liability in connection with any single **Claim** or **Related Claim** exceed the "Each Claim" Limit of Liability set forth in ITEM 4.B. of the Policy Certificate, regardless of the number of **Insureds** named in such **Claim** or **Related Claim**.
- (4) In no event shall the Underwriter's Limit of Liability for (a) all **Property Damage** to any one premises rented by the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises, or (b) all **Property Damage** to any one premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days, exceed the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the Policy Certificate, regardless of the number of **Insureds** renting or occupying such premises or the number of **Insureds** named in any **Claim** in connection with such damage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO.  
ADDITIONAL INSURED ENDORSEMENT - WHERE REQUIRED BY CONTRACT  
GL ONLY

This Endorsement, which is effective at 12:01 a.m. on < >, forms part of:

Policy No.            >  
Issued to            >  
Issued by            >

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (B) of this Policy and subject to the terms and conditions set forth in this endorsement, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, shall include any person or entity with whom/which the **Named Insured** has a written agreement, effective during the **Certificate Period**, to provide such person or entity insured status under this Policy (each an "Additional Insured"), but solely with respect to any liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omissions of an original **Insured**.
- (2) No coverage will be available under this Policy for that portion of **Loss or Defense Expenses** for any **Claim** against an Additional Insured resulting from the actual or alleged acts, errors or omissions of an Additional Insured.
- (3) An Additional Insured's status as an **Insured** under this Policy shall immediately terminate when the **Named Insured's** agreement to provide such status terminates.
- (4) If a written agreement between the **Named Insured** and an Additional Insured providing indemnity or contribution in favor of such Additional Insured exists, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by the **Named Insured** in such agreement.
- (5) It is understood and agreed that the Additional Insured(s) share in the applicable Limits of Liability set forth in ITEM 4.B. of the Policy Certificate.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
SCHEDULE A - NAMED INSURED ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of Master Policy Number MFL-FTCA-0001 for:

Certificate No.	<CertificateNo>
Issued to	<AccountName>
Issued by	<CarrierName>

In consideration of the premium charged, the term "**Named Insured**," as defined in Section II DEFINITIONS of this Policy, shall include the entity(ies) scheduled below. With respect to such entity(ies), the applicable **Retroactive Date** shall be the Retroactive Date set forth opposite the name of each such entity, and ITEM 3 of the Policy Certificate shall be deemed amended accordingly.

<u>Named Insured</u>	<u>Retroactive Date</u>
<NamedInsured>	<RetroactiveDate>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
WAIVER OF SUBROGATION ENDORSEMENT – INSURING AGREEMENT (A) ONLY

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CERTIFICATENO>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged, solely with respect to any payment made under  
INSURING AGREEMENT (A) of this Policy for any **Claim** arising out of **Professional Services**  
performed by the **Insured** under a written contract with the person(s) and/or entity(ies)  
scheduled below, the Underwriter waives its right to subrogation under Section IV GENERAL  
CONDITIONS (K) of this Policy with respect to such person(s) and/or entity(ies) scheduled below.  
Section IV GENERAL CONDITIONS (K) of this Policy shall be deemed amended to the extent  
necessary to effect the purpose and intent of this endorsement.

<u>Name of Person or Entity</u>	<u>Premium</u>
<NameOfPerson(s)OrEntity(ies)>	<\$Premium>

All other terms, conditions and limitations of this Policy shall remain unchanged.



ENDORSEMENT NO. <EN>  
AMEND DEFINITION OF COVERED CONTRACT ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged, the term "**Covered Contract**," as defined in Section II  
DEFINITIONS of this Policy, is amended to include the contract(s) or agreement(s) scheduled  
below.

Covered Contract(s)  
<Describe Contract or Agreement>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
EXCLUDE COVERAGE FOR INSURED MEDICAL PRACTITIONERS ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) Notwithstanding any provision to the contrary in this Policy, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy shall not include any **Insured Medical Practitioner**. Accordingly, no coverage will be available under this Policy for any **Claim** made against any **Insured Medical Practitioner**.
- (2) This Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
SEPARATE GL LIMITS OF LIABILITY PER LOCATION ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No.>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) Notwithstanding Section IV GENERAL CONDITIONS (A) of this Policy, it is understood and agreed that, subject to paragraphs (3) and (4) of this endorsement, the "Each Claim," the "Aggregate for all Claims," and the "Damage to Rented Premises" Limits of Liability for INSURING AGREEMENT (B) of this Policy, as set forth in ITEM 4.B. of the Policy Certificate, shall apply separately to each **Location** (as defined below) of the **Named Insured**.
- (2) For the purposes of this endorsement, the term "**Location**" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- (3) In no event shall the Underwriter's Limit of Liability in connection with any single **Claim** or **Related Claim** exceed the "Each Claim" Limit of Liability set forth in ITEM 4.B. of the Policy Certificate, regardless of the number of **Insureds** named in such **Claim** or **Related Claim**.
- (4) In no event shall the Underwriter's Limit of Liability for (a) all **Property Damage** to any one premises rented by the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises, or (b) all **Property Damage** to any one premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days, exceed the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the Policy Certificate, regardless of the number of **Insureds** renting or occupying such premises or the number of **Insureds** named in any **Claim** in connection with such damage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
ADDITIONAL INSURED ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No.>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged, the term "**Insured**," as defined in Section II  
DEFINITIONS of this Policy, is amended to include the person(s) or entity(ies) scheduled below,  
but solely with respect to the specific activity(ies) and/or liability(ies) set forth opposite the name  
of each such person(s) or entity(ies) below.

Additional Insured  
<NameOfPersonOrEntity>

Specific Activity/Liability  
<SpecificActivityorLiability>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
MEDICAL EXPENSES FOR BODILY INJURY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No.>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) Solely with respect to the coverage afforded under INSURING AGREEMENT (B) of this Policy and subject to the terms and conditions set forth in this endorsement, it is understood and agreed that the Underwriter will pay on behalf of the **Insured Medical Expenses** (as defined below) for **Bodily Injury** caused by an accident:

- (a) on premises owned or rented by the **Named Insured**;
- (b) on ways adjacent to premises owned or rented by the **Named Insured**; or
- (c) because of the operations of the **Named Insured**;

provided that:

- (i) such accident takes place in the coverage territory and during the **Policy Period**;
- (ii) **Medical Expenses** are incurred and reported to the Underwriter within one year of the date of the accident; and
- (iii) the injured person submits to examination, as often as required by the Underwriter, by physicians of the Underwriter's choice and at the expense of the Underwriter.

- (2) Solely with respect to the coverage afforded by this endorsement, "**Medical Expenses**" means reasonable payments for:

- (a) first aid administered at the time of an accident;
- (b) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) necessary ambulance, hospital, professional medical and nursing, and funeral services.

- (3) In addition to, and not in limitation of, Section III EXCLUSIONS of this Policy, no coverage will be available under this Policy for **Medical Expenses** for **Bodily Injury** sustained by:

- (a) any **Insured**;

- (b) any person hired to do work for or on behalf of any **Insured** or tenant of any **Insured**;
  - (c) any person injured on that part of premises owned or rented by the **Named Insured** that the person normally occupies;
  - (d) any person, whether or not an **Employee** of any **Insured**, if benefits for such **Bodily Injury** are payable or must be provided under workers' compensation or disability benefits law or a similar law; or
  - (e) any person injured while engaging in athletic activities.
- (4) The "Each Person Per Accident" amount stated in ITEM 4.B. of the Policy Certificate will be the Underwriter's maximum Limit of Liability for all **Medical Expenses** for **Bodily Injury** caused by an accident sustained by any one person for which coverage is provided pursuant to paragraph (1) above. The "Aggregate for all Medical Expenses" amount stated in ITEM 4.B. of the Policy Certificate will be the Underwriter's maximum Limit of Liability for all **Medical Expenses** for **Bodily Injury** caused by any and all accidents for which coverage is provided pursuant to paragraph (1) above. Such amounts shall be part of, and not in addition to, the Underwriter's "Aggregate for all Claims" Limit of Liability for INSURING AGREEMENT (B) of this Policy, as set forth in ITEM 4.B. of the Policy Certificate.
- (5) Notwithstanding anything to the contrary contained in this Policy, no deductible or self-insured retention shall apply to the coverage afforded under this endorsement for **Medical Expenses** for **Bodily Injury** caused by an accident.
- (6) Solely with respect to the coverage afforded under this endorsement, the term "**Loss**," as defined in Section II DEFINITIONS of this Policy, is amended to include **Medical Expenses** for **Bodily Injury** caused by an accident.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
UNLIMITED EXTENDED REPORTING PERIOD ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <Certificate No.>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged, Section IV GENERAL CONDITIONS (H) of this Policy is amended to read in its entirety as follows:

**(H) Unlimited Extended Reporting Period for INSURING AGREEMENTS (A) and (C):**

If the applicable **Policy Certificate** is canceled for any reason other than fraud, misrepresentation or non-payment of premium or is not renewed by the Underwriter or the **First Named Insured**, the **First Named Insured** shall have the right to purchase an unlimited period of time during which **Claims** made under INSURING AGREEMENTS (A) and (C) of this Policy may be reported (an "Unlimited Extended Reporting Period") as described in this GENERAL CONDITION (H), but any such Unlimited Extended Reporting Period shall apply only to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such cancellation or non-renewal (the "Termination Date") or the date of any conversion of coverage under GENERAL CONDITION (G), whichever is earlier. No Unlimited Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability as stated in ITEM 4 of such **Policy Certificate**, and the Underwriter's Limit of Liability for **Claims** made during the Unlimited Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in ITEM 4 of such **Policy Certificate**. In order to purchase the Unlimited Extended Reporting Period, the **First Named Insured** must (1) provide written notice to the Underwriter requesting the Unlimited Extended Reporting Period no later than thirty (30) days after the Termination Date, and (2) pay additional premium in the amount of <Numberword> percent (<percent%>) of the full annual premium for such **Policy Certificate**. Such additional premium shall be deemed fully earned upon inception of such Unlimited Extended Reporting Period. For purposes of this GENERAL CONDITION (H), "full annual premium" means the amount set forth in ITEM 5 of such **Policy Certificate**, including any premium adjustments made during the **Certificate Period**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO.  
PRIVACY BREACH EVENT REIMBURSEMENT COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No.  
Issued to  
Issued by

In consideration of the premium charged:

- (1) In addition to the coverage afforded under INSURING AGREEMENTS (A), (B), (C), (D), (E) and (F) of this Policy, the Underwriter will reimburse the **Named Insured**, up to the Limit of Liability set forth in paragraph (2) below and upon satisfactory proof of payment by the **Named Insured**, for **Privacy Breach Event Expenses** (as defined below) actually paid by the **Named Insured** in connection with a **Privacy Breach Event** (as defined below) that occurs during the **Certificate Period**.
- (2) The maximum aggregate Limit of Liability of the Underwriter for all **Privacy Breach Event Expenses** resulting from all covered **Privacy Breach Events** reimbursed under paragraph (1) above shall be \$<PIP Limit>. Payment of such maximum aggregate Limit of Liability shall terminate the Underwriter's obligation to reimburse any further **Privacy Breach Event Expenses** under this endorsement.
- (3) Solely with respect to the coverage afforded under this endorsement, the term "**Loss**," as defined in Section II DEFINITIONS of this Policy, is amended to include **Privacy Breach Event Expenses**.
- (4) Section II DEFINITIONS of this Policy is amended to include the following terms:
  - (a) "**Privacy Breach Event**" means any failure by an **Insured** to maintain the confidentiality of information regarding **Medical Services** or information obtained in connection with **Medical Services**, or any unauthorized release or use of such information by an **Insured**.
  - (b) "**Privacy Breach Event Expenses**" means:
    - (i) reasonable fees and costs of attorneys, experts and consultants, including third-party media consultants, incurred in the management or investigation of an actual or alleged **Privacy Breach Event**;
    - (ii) reasonable fees and costs incurred in connection with notification of a **Privacy Breach Event** to those individuals whose information has been accessed, released or used;
    - (iii) reasonable fees and costs of providing credit monitoring services to those individuals whose information has been accessed, released or used in connection with a **Privacy Breach Event**; and
    - (iv) reasonable costs incurred in the management of public relations with respect to a **Privacy Breach Event**;



provided, that **Privacy Breach Event Expenses** shall not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **Insured**.

- (5) If, during the **Certificate Period**, a **Privacy Breach Event** occurs, as a condition precedent to its right to any coverage under this endorsement, the **Named Insured** shall give the Underwriter written notice of such **Privacy Breach Event** as soon as practicable thereafter, but in no event later than thirty (30) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**. The **Named Insured** shall also provide the Underwriter with all information and documentation as the Underwriter may reasonably require.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
SEPARATE AND SHARED LIMIT OF LIABILITY FOR SPECIFIC PROGRAM/SERVICE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No.: <CertificateNo>  
Issued To: <ACCTNAME>  
Issued By: <CARRNAME>

In consideration of the premium charged:

- (1) Notwithstanding any provision to the contrary in this Policy, it is understood and agreed that the Underwriter's maximum limit of liability for all **Loss** resulting from each **Specific Program/Service Claim** (as defined below) shall be <EachClaimLimit>, and the Underwriter's maximum limit of liability for all **Loss** resulting from all **Specific Program/Service Claims** shall be <AggregateLimit> (the "Shared Limits of Liability"). It is further understood and agreed that:
  - (a) the Shared Limits of Liability shall be in addition to, and not part of, the Underwriter's Limits of Liability set forth in ITEM 4.A. of the Policy Certificate;
  - (b) the Shared Limits of Liability shall be shared by and among all **Insureds** and shall be available solely for **Specific Program/Service Claims** for which coverage is provided under INSURING AGREEMENT (A) of this Policy;
  - (c) once the aggregate Shared Limit of Liability has been exhausted by the payment of **Loss**, the Underwriter's obligation to pay **Loss** for any and all **Specific Program/Service Claims** shall be completely fulfilled and satisfied and the Underwriter shall have no further obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend, any **Specific Program/Service Claim**;
  - (d) the Shared Limits of Liability shall be the only limits of liability available for **Specific Program/Service Claims**. Accordingly, the limits of liability set forth in ITEM 4.A. of the Policy Certificate applicable to INSURING AGREEMENT (A) of this Policy shall not be available for any **Specific Program/Service Claim**; and
  - (e) if a "Policy Maximum Aggregate Limit of Liability" applies under this Policy, the Shared Limits of Liability shall be part of, and not in addition to, such "Policy Maximum Aggregate Limit of Liability."
- (2) No coverage will be available under this Policy for **Loss** or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the rendering of, or failure to render, **Professional Services** by an **Insured** in connection with any program or service scheduled below:
  - (a) prior to the Program/Service Effective Date set forth opposite such program or service in the schedule below; or
  - (b) on or after the termination date of the contract or agreement pursuant to which the **Insured** was rendering such **Professional Services** or, in the event no

such contract or agreement exists, the date on which such program or service ceases or was terminated.

- (3) For the purposes of this endorsement, the term "**Specific Program/Service Claim**" means any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the rendering of, or failure to render, **Professional Services** by an **Insured** in connection with the program(s) or service(s) scheduled below.

Program/Service  
<DescribeProgramOrService>

Program/Service Effective Date  
<Program/ServiceEffectiveDate>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
SEPARATE LIMIT OF LIABILITY FOR DESIGNATED INSURED'S ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CERTIFICATENO>

Issued To: <ACCTNAME>

Issued By: <CARRNAME>

In consideration of the premium charged, notwithstanding any provision to the contrary in this Policy, it is understood and agreed that the Underwriter's maximum limit of liability for all **Loss** resulting from each **Claim** made against each **Insured** scheduled below shall be <EachClaimLimit>, and the Underwriter's maximum limit of liability for all **Loss** resulting from all **Claims** made against each **Insured** scheduled below shall be <AggregateLimit> (the "Designated Insured Separate Limit of Liability"). It is further understood and agreed that:

- (1) any Designated Insured Separate Limit of Liability shall be in addition to, and not part of, the Underwriter's Limits of Liability set forth in ITEM 4.A. of the Policy Certificate;
- (2) any Designated Insured Separate Limit of Liability shall be available solely to each **Insured** scheduled below for **Claims** for which coverage is provided under INSURING AGREEMENT (A) of this Policy;
- (3) once the Designated Insured Separate Limit of Liability available to an **Insured** scheduled below has been exhausted by the payment of **Loss**, the Underwriter's obligation to pay **Loss** for any and all **Claims** made against such **Insured** shall be completely fulfilled and satisfied and the Underwriter shall have no further obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim**, on behalf of such **Insured**;
- (4) the Designated Insured Separate Limit of Liability shall be the only limit of liability available to each **Insured** scheduled below. Accordingly, the limits of liability set forth in ITEM 4.A. of the Policy Certificate applicable to INSURING AGREEMENT (A) of this Policy shall not be available to any **Insured** scheduled below; and
- (5) if a "Policy Maximum Aggregate Limit of Liability" applies under this Policy, the Designated Insured Separate Limit(s) of Liability shall be part of, and not in addition to, such "Policy Maximum Aggregate Limit of Liability."

Insured Name  
<InsuredName>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
SPECIFIC OPERATIONS/SERVICES EXCLUSION

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No.: <CertificateNo>

Issued To:

Issued By:

In consideration of the premium charged, no coverage will be available under this Policy for **Loss**  
or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting  
from, in consequence of, or in any way involving any actual or alleged act, error or omission by  
an **Insured** scheduled below in connection with the service(s) or operation(s) scheduled  
opposite such **Insured's** name in the schedule below.

Insured  
<InsuredName>

Operation/Service  
<Operation/Service>

All other terms, conditions and limitations of the Policy shall remain unchanged.

ENDORSEMENT NO. <#>  
TRIBAL CONTRACTORS EXCLUSION

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No.: <CertificateNo>  
Issued To: <ACCTNAME>  
Issued By: <CARRNAME>

In consideration of the premium charged, no coverage will be available under this Policy for **Loss**  
or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting  
from, in consequence of, or in any way involving any coverage that may be extended under the  
Federal Tort Claims Act, as amended, to tribal contractors pursuant to the Indian Self-  
Determination and Education Assistance Act of 1975, as amended.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO.  
POLICY MAXIMUM AGGREGATE LIMIT OF LIABILITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged, it is understood and agreed that the "Policy Maximum Aggregate Limit of Liability" set forth below is the Underwriter's maximum aggregate limit of liability for all **Loss** resulting from all **Claims** and **Related Claims** under the applicable **Policy Certificate** and for which this Policy provides coverage.

Policy Maximum Aggregate Limit of Liability: <PolicyAggregateLimit>

After such "Policy Maximum Aggregate Limit of Liability" has been exhausted by the payment of **Loss**, the premium for such **Policy Certificate** will be fully earned, all obligations of the Underwriter under INSURING AGREEMENTS (A), (B) and (C) of this Policy (if purchased) will be completely fulfilled and exhausted, including any obligation to pay **Defense Expenses** or to continue to direct the defense of any **Insured**, and the Underwriter will have no further obligations of any kind or nature whatsoever under such INSURING AGREEMENTS.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO.  
POLICY CHANGE ENDORSEMENT FOR ADMINISTRATIVE CHANGES

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No.     <CertificateNo>  
Issued to            <AccountName>  
Issued by            <CarrierName>

In consideration of the premium charged, the following item(s) on the Policy Certificate:

<input type="checkbox"/>	Certificate Number
<input type="checkbox"/>	ITEM 1. First Named Insured
<input type="checkbox"/>	ITEM 1. First Named Insured's Principal Address
<input type="checkbox"/>	ITEM 2(a) Inception Date
<input type="checkbox"/>	ITEM 2(b) Expiration Date
<input type="checkbox"/>	ITEM 7. Policy Form and Endorsements Attached at Issuance

is/are amended as follows:

<PolicyCertificateChange>

Premium change for the above amendment(s):

☐ No change                      ☐ Additional Premium \$                      ☐ Return Premium \$

All other terms, conditions and limitations of this Policy shall remain unchanged.



ENDORSEMENT NO. >  
EXTENDED REPORTING PERIOD OPTION ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged, Section IV GENERAL CONDITIONS (H) is amended to read in its entirety as follows:

If the applicable **Policy Certificate** is canceled for any reason other than fraud, misrepresentation or non-payment of premium or is not renewed by the Underwriter or the **First Named Insured**, an additional period of time during which **Claims** made under INSURING AGREEMENTS (A) and (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such cancellation or non-renewal (the "Termination Date") or the date of any conversion of coverage under GENERAL CONDITION (G), whichever is earlier. No Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability as stated in ITEM 4 of such **Policy Certificate**, and the Underwriter's Limit of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in ITEM 4 of such **Policy Certificate**. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.
- (2) The **First Named Insured** shall have the right to purchase an additional Extended Reporting Period of <NumberWord> (<Number>) months for an additional premium equal to <NumberWord2> percent (<Number2>%) of the full annual premium for such **Policy Certificate**; provided, that in order to purchase an additional Extended Reporting Period, the **First Named Insured** must (a) provide written notice to the Underwriter requesting such additional Extended Reporting Period no later than thirty (30) days after the Termination Date, and (b) pay the additional premium required by the Underwriter promptly when due. Such additional premium shall be deemed fully earned upon inception of such Extended Reporting Period. For purposes of this paragraph (2), the term "full annual premium" means the amount set forth as Premium in ITEM 5 of such **Policy Certificate** including any premium adjustments made during the **Certificate Period**.

If no written request to purchase an additional Extended Reporting Period is made by the **First Named Insured** as described in GENERAL CONDITION (H)(2) above, or if the additional premium for such Extended Reporting Period is not paid promptly when due, there will be no right to purchase an additional Extended Reporting Period at any later time.

All other terms, conditions and limitations of the Policy shall remain unchanged.

ENDORSEMENT NO. >  
STOP GAP ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) In addition to coverage afforded under Section I INSURING AGREEMENTS of this Policy, the Underwriter will pay, up to the applicable Limit of Liability set forth in paragraph (5) of this endorsement, on behalf of the **Insured** any **Loss** that the **Insured** becomes legally obligated, in a capacity other than as employer, to pay pursuant to <Specify WA, ND or WY> state law as a result of any covered **Claim** for **Bodily Injury** caused by accident ("Bodily Injury By Accident") or **Bodily Injury** caused by disease ("Bodily Injury By Disease") to an **Employee** in the course of his/her employment.
- (2) The coverage afforded pursuant to paragraph (1) of this endorsement shall apply if and only if all of the following facts are determined to exist:
  - (a) (i) an **Employee** suffered Bodily Injury By Accident that occurred during the **Certificate Period**, or (ii) an **Employee** suffered Bodily Injury By Disease that was caused or aggravated by the conditions in the **Insured's** operation, when such **Employee's** last day of last exposure to such conditions occurred during the **Certificate Period**;
  - (b) such **Employee** is reported and declared under the Workers Compensation State Fund in the State of <Specify WA, ND or WY>;
  - (c) such **Employee's** employment is necessary or incidental to the **Named Insured's** work in the State of <Specify WA, ND or WY>; and
  - (d) the **Named Insured** maintains full workers compensation coverage in the Workers Compensation State Fund of the State of <Specify WA, ND or WY> during the **Certificate Period**, or the **Named Insured** is a qualified self insurer approved by the State Workers Compensation Commission of the State of <Specify WA, ND or WY>.
- (3) In addition to the coverage afforded under paragraph (1) of this endorsement, and to the extent the **Insured's** recovery is permitted by law, the Underwriter shall pay on behalf of the **Insured** any **Loss** for:
  - (a) which the **Insured** is liable to a third party by reason of a **Claim** against the **Insured** by such third party to recover the damages claimed against such third party as a result of injury to the **Employee**; and
  - (b) care and loss of services; and

- (c) consequential **Bodily Injury** to a spouse, child, parent, brother or sister of the injured **Employee**;

provided, that such **Loss** is a direct result of Bodily Injury By Accident or Bodily Injury By Disease caused to the **Employee** in the course of his or her employment.

- (4) Solely for the purposes of the coverage provided under this endorsement:

- (a) the term "**Claim**," as defined in Section II DEFINITIONS of this Policy, is amended to read as follows:

**"Claim"** means a civil proceeding in which damages caused by Bodily Injury By Accident or Bodily Injury By Disease, to which the coverage afforded under this endorsement applies, are alleged, including:

- (i) an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with the consent of the Underwriter; or
- (ii) any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with the consent of the Underwriter.

- (b) the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, shall mean only:

- (i) the **Named Insured**; and
- (ii) the **Named Insured's** managers or supervisors, but only for acts within the scope of their employment.

No person or entity shall be an **Insured** for the conduct of any current or past partnership, joint venture or limited liability company that is not a **Named Insured** set forth in Item 1 of the Declarations.

- (c) the term "**Loss**," as defined in Section II DEFINITIONS of this Policy, shall include **Defense Expenses** and shall be deemed amended to the extent necessary to effect the purpose and intent of this subparagraph (4)(c).

- (5) Notwithstanding ITEM 4 of the Policy Certificate, Section IV GENERAL CONDITIONS (A) of this Policy, or any other provision to the contrary in this Policy, solely for purposes of the coverage afforded under this endorsement, the Underwriter's Limits of Liability shall be as follows:

- (a) <LIMIT1> Limit of Liability each Bodily Injury By Accident.
- (b) <LIMIT2> Limit of Liability each Bodily Injury By Disease.
- (c) <MAXAGGLIMIT> Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease.

The Underwriter's maximum Limit of Liability for each Bodily Injury By Accident shall be the amount set forth in paragraph (5)(a) above and such amount shall be the

Underwriter's maximum Limit of Liability under this endorsement for all **Loss** resulting from each Bodily Injury By Accident to one or more **Employees** in any one accident. Such amount shall be part of, and not in addition to, the Underwriter's Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease, as set forth in paragraph (5)(c) above. Any **Loss** paid by the Underwriter for each Bodily Injury By Accident will reduce the Maximum Aggregate Limit of Liability set forth in paragraph (5)(c) above. In the event the Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease, as set forth in paragraph (5)(c) above, has been reduced by the Underwriter's payment of **Loss** to an amount less than the Underwriter's Limit of Liability for each Bodily Injury By Accident, the remaining Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease shall be the maximum amount available for payment of **Loss** arising out of any other Bodily Injury By Accident.

The Underwriter's maximum Limit of Liability for each Bodily Injury By Disease shall be the amount set forth in paragraph (5)(b) above and such amount shall be the Underwriter's maximum Limit of Liability under this endorsement for all **Loss** resulting from Bodily Injury By Disease to any one **Employee**. Such amount shall be part of, and not in addition to, the Underwriter's Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease, as set forth in paragraph (5)(c) above. Any **Loss** paid by the Underwriter for Bodily Injury By Disease shall reduce the Underwriter's Maximum Aggregate Limit of Liability set forth in paragraph (5)(c) above. In the event the Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease, as set forth in paragraph (5)(c) above, has been reduced by the Underwriter's payment of **Loss** to an amount less than the Underwriter's Limit of Liability for each Bodily Injury By Disease, the remaining Maximum Aggregate Limit of Liability for Bodily Injury By Accident and Bodily Injury By Disease shall be the maximum amount available for payment of **Loss** arising out of any other Bodily Injury By Disease.

- (6) The coverage afforded under this endorsement shall be subject to a retention of <RETENTION> per each Bodily Injury By Accident or Bodily Injury By Disease. The Underwriter shall have no obligation whatsoever, either to the **Insured** or any other person or entity, to pay all or any portion of the retention on behalf of the **Insured**. The Underwriter shall, however, in its sole discretion, have the right and option to do so, in which event the **Insured** will repay the Underwriter any amounts so paid.
- (7) The Underwriter's duty to defend **Claims** covered under INSURING AGREEMENTS (A), (B) and (C) of this Policy, as described in INSURING AGREEMENT (G) of this Policy, shall extend to the coverage provided under this endorsement for **Claims** for Bodily Injury By Accident or Bodily Injury By Disease to an **Employee**, and the provisions of INSURING AGREEMENT (G) and Section IV GENERAL CONDITIONS (D) of this Policy shall apply to such coverage; provided, that **Defense Expenses** incurred in connection with **Claims** for Bodily Injury By Accident or Bodily Injury By Disease shall be part of, and not in addition to, the Limits of Liability set forth in paragraph (5) of this endorsement.
- (8) It is understood and agreed that the exclusions set forth in Section III EXCLUSIONS (D) of this Policy shall apply to the coverage provided under this endorsement.
- (9) In addition to, and not in limitation of, the exclusions set forth in Section III EXCLUSIONS (D) of this Policy, the coverage provided under this endorsement shall not apply to:
  - (a) Bodily Injury By Accident or Bodily Injury By Disease sustained by an **Employee** who the **Insured** knowingly employed in violation of any law;

- (b) Bodily Injury By Accident or Bodily Injury By Disease arising out of any act by the **Insured** punishable in <Specify WA, ND or WY> under any federal, state, county or local criminal statute, ordinance or other law;
- (c) **Claims** for Bodily Injury By Accident or Bodily Injury By Disease arising out of **Employment Practices**;
- (d) Bodily Injury By Accident or Bodily Injury By Disease to an **Employee** which results from an act that:
  - (i) is intended by the **Insured**, or
  - (ii) a reasonable person would expect,to cause Bodily Injury By Accident or Bodily Injury By Disease, even if the injury is of a different degree or type than actually intended or expected;
- (e) Bodily Injury By Accident or Bodily Injury By Disease arising out of a specific unsafe working condition identified in any violation notice or other notice, order or directive if:
  - (i) the Bodily Injury By Accident or Bodily Injury By Disease occurs after any abatement period, including any extensions, set forth in the violation notice or other notice, order or directive; and
  - (ii) the **Insured** has failed to abate the violation;
- (f) Bodily Injury By Accident or Bodily Injury By Disease for which the **Insured** is deprived of any defense or is subject to penalty because of failure to comply with the provisions of any workers compensation law;
- (g) Bodily Injury By Accident or Bodily Injury By Disease sustained by any person in the course of any employment to the extent such Bodily Injury By Accident or Bodily Injury By Disease is compensable under any of the following statutes, or any regulations promulgated thereunder, including any amendments:
  - (i) Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-50);
  - (ii) Federal Employers' Liability Act (45 USC Sections 51-60);
  - (iii) Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
  - (iv) Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
  - (v) Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
  - (vi) Defense Base Act (42 USC Sections 1651-1654); or

- (vii) any other federal workers compensation law or other federal occupational disease law;
  - (h) any fine, assessment, penalty or punitive or exemplary damages arising out of Bodily Injury By Accident or Bodily Injury By Disease to an **Employee** employed in violation of the law;
  - (i) damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) or under any other federal law awarding damages for violation of that Act or regulations issued thereunder, including any amendments; or
  - (j) Bodily Injury By Accident or Bodily Injury By Disease to a master or member of the crew of any vessel.
- (10) The following conditions shall apply to the coverage provided pursuant to this endorsement:
  - (a) The Underwriter shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between the Underwriter and the **Insured**.
  - (b) The Underwriter shall not be relieved of any of its obligations under this endorsement by the bankruptcy or insolvency of any of the **Insureds** or any of their estates.
  - (c) If a Bodily Injury By Accident or Bodily Injury By Disease occurs resulting in either the death of an **Employee**, or in an **Employee's** loss of thirty (30) or more consecutive days of work, written notice shall be given by or on behalf of the **Insured** to the Underwriter as soon as practicable, but in no event more than twelve (12) months from the date of such injury. Such notice shall contain full particulars and reasonably obtainable information regarding:
    - (i) how, when and where the Bodily Injury By Accident or Bodily Injury By Disease occurred; and
    - (ii) the names and addresses of any injured **Employee** and any witnesses.
  - (d) If a **Claim** is made against an **Insured**, the **Insured** must immediately:
    - (i) record the specifics of such **Claim**, and the date it was received;
    - (ii) notify the Underwriter, in writing, as soon as practicable after such **Claim** is received by any **Insured**;
    - (iii) forward to the Underwriter copies of any demands, notices, summonses or legal papers received in connection with such **Claim**;
    - (iv) authorize the Underwriter to obtain any pertinent records and other information related to such **Claim**;
    - (v) cooperate with the Underwriter in the investigation, settlement or defense of such **Claim**; and

- (vi) assist the Underwriter, upon the Underwriter's request, in the enforcement of any right the Underwriter may have against any person or entity which may be liable to the **Insured** because of injury to which this insurance may also apply.
- (e) No **Insured** shall, except at his/her/its own cost, make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Underwriter.
- (f) Notice provided by or on behalf of the **Insured**, the injured person or the claimant, to any licensed agent of the Underwriter shall be deemed notice to the Underwriter; provided that such notice provides particulars sufficient to identify the **Insured**.
- (g) Knowledge by any agent or **Employee** of the **Insured** regarding any injury will not be imputed to the **Insured**; provided that neither an officer nor his/her designee received such notice from such agent or **Employee**. Failure of such agent or **Employee** (other than an officer or his/her designee) to notify the Underwriter of any injury about which he/she knows shall not affect the coverage afforded pursuant to this endorsement.
- (h) No person or entity will have any right under this endorsement to join the Underwriter as a party to any **Claim** to determine the liability of any **Insured**; nor may the Underwriter be impleaded by any **Insured** or his, her or its legal representative in any such **Claim**.
- (i) In the event of a recovery in connection with any **Claim** as to which the Underwriter has a right of subrogation by reason of any payment of **Loss** under this Policy, such recovery will be applied, net of the expense of such recovery:
  - (i) first, in satisfaction of any **Loss** incurred by the **Insured** in connection with such **Claim** which is in excess of the amount of **Loss** paid under this Policy; and
  - (ii) second, in satisfaction of any applicable deductible or retention under this Policy.

The remainder of such recovery, if any, will be applied to satisfy any **Loss** paid under this Policy. The **Insured** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the Underwriter effectively to bring suit in its name. The **Insured** shall do nothing that may prejudice the Underwriter's position or potential or actual rights of recovery.

- (11) The coverage afforded under this endorsement shall apply only to work performed in the United States of America, its territories or possessions or Canada. If there is Bodily Injury By Accident or Bodily Injury By Disease to a citizen or resident of the United States of America or Canada who is temporarily outside of these countries, then the coverage afforded pursuant to this endorsement shall apply anywhere. However, the **Insured's** responsibility to pay **Loss** must be determined in a **Claim** on the merits in the United States of America, its territories or possessions or Canada, or in a settlement agreed to by the Underwriter.

(12) A person or organization may sue the Underwriter to recover on an **Agreed Settlement** (as defined in paragraph (13) below) or on a final judgment against an **Insured** obtained after:

- (a) an actual trial in a civil proceeding;
- (b) an arbitration proceeding; or
- (c) an alternative resolution proceeding;

but the Underwriter will not be liable for payment of loss that is not payable under the terms of this endorsement or that is in excess of the applicable Limits of Liability set forth in paragraph (5) of this endorsement.

(13) For the purposes of this endorsement, the term "**Agreed Settlement**" means a settlement and release of liability signed by the Underwriter, the **Insured** and the claimant or the claimant's legal representative.

All other terms, conditions and limitations of this Policy shall remain unchanged.



ENDORSEMENT NO.  
HIRED AND NON-OWNED AUTO LIABILITY COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) For purposes of this endorsement:
  - (a) "Hired Auto" means any automobile leased, hired or borrowed by the **Insured** and used by any natural person **Insured** in the ordinary course of the **Named Insured's** business. Hired Auto does not include any automobile leased, hired or borrowed from any **Employee** or other natural person **Insured**, or any member of the household of any such **Employee** or natural person **Insured**.
  - (b) "Non-Owned Auto" means any automobile not owned, leased, hired or borrowed by the **Named Insured**, but used by any natural person **Insured** in the ordinary course of the **Named Insured's** business. (If the **Named Insured** is a partnership, Non-Owned Auto will not include any automobile owned by any partner.)
- (2) Subject to the further provisions of this endorsement, the Underwriter will pay, up to the Limits of Liability set forth in paragraph (4) below, on behalf of the **Insured** any **Loss** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a covered **Claim** alleging **Bodily Injury** or **Property Damage** that is caused by an **Occurrence** that takes place during the **Certificate Period** and arises out of (a) the maintenance or use of a Hired Auto by any natural person **Insured** in the ordinary course of the **Named Insured's** business, or (b) the use of any Non-Owned Auto by any natural person **Insured** in the ordinary course of the **Named Insured's** business.
- (3) Notwithstanding anything to the contrary contained in this Policy, it is understood and agreed that, for the purposes of the coverage provided under this endorsement, **Defense Expenses** are part of and not in addition to the applicable Limits of Liability, and payment of **Defense Expenses** by the Underwriter will reduce, and may exhaust, such applicable Limits of Liability.
- (4) The Underwriter's maximum Limit of Liability for all **Loss** and all **Defense Expenses** resulting from each **Claim** or **Related Claims** for which this endorsement provides coverage shall be \$<EachClaimLimit>, which amount shall be part of, and not in addition to, the "Each Claim" Limit of Liability for INSURING AGREEMENT (B) of this Policy, as stated in ITEM 4.B. of the Policy Certificate. The Underwriter's maximum aggregate Limit of Liability for all **Loss** and all **Defense Expenses** resulting from all **Claims** or **Related Claims** for which this endorsement provides coverage shall be \$<AggregateLimit>, which amount shall be part of, and not in addition to, the "Aggregate for all Claims" Limit of Liability for INSURING AGREEMENT (B), as stated in ITEM 4.B. of the Policy Certificate.

- (5) The applicable deductible or self-insured retention stated in ITEM 4.B. of the Policy Certificate shall apply to each **Claim** for which coverage is provided under this endorsement, and the Underwriter's obligation to pay **Loss** or **Defense Expenses** pursuant to this endorsement shall be excess of such deductible or self-insured retention.
- (6) It is understood and agreed that the exclusions set forth in Section III EXCLUSIONS (B) and (D) of this Policy, other than EXCLUSIONS (B)(7), (B)(10), (B)(11), (B)(12), (B)(13) and (D)(2)(e), shall apply to the coverage provided under this endorsement.
- (7) In addition to, and not in limitation of, the exclusions set forth in Section III EXCLUSIONS (B) and (D) of this Policy, no coverage will be available under this endorsement for **Bodily Injury** to:
- (a) any natural person **Insured** arising out of, or in the ordinary course of, employment by the **Named Insured**; or
  - (b) the spouse, child, parent, brother or sister of any such natural person **Insured**.

This exclusion applies whether the **Named Insured** may be liable as an employer or in any other capacity, and applies to any obligation to share damages with, or repay, someone else who must pay damages because of such **Bodily Injury**.

- (8) For purposes of the coverage provided under this endorsement, the term "**Insured**" shall include any person using a Hired Auto with the permission of the **Named Insured**; *provided*, that the term **Insured** shall *not* include the owner or lessee (of whom the **Named Insured** is a sub-lessee) of a Hired Auto or the owner of a Non-Owned Auto or any agent or employee of any such owner or lessee.
- (9) Notwithstanding anything to the contrary contained in Section IV GENERAL CONDITIONS (C) of this Policy, if any **Claim** is first made against an **Insured** alleging **Bodily Injury** or **Property Damage** that is caused by an **Occurrence** that takes place during the **Certificate Period** and arises out of (a) the maintenance or use of a Hired Auto by any natural person **Insured** in the ordinary course of the **Named Insured's** business, or (b) the use of any Non-Owned Auto by any natural person **Insured** in the ordinary course of the **Named Insured's** business, the **Insured** shall, as a condition precedent to its right to coverage under this endorsement, give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Claim**.

If an **Insured** becomes aware of an **Occurrence** that takes place during the **Certificate Period** and arises out of (i) the maintenance or use of a Hired Auto by any natural person **Insured** in the ordinary course of the **Named Insured's** business, or (ii) the use of any Non-Owned Auto by any natural person **Insured** in the ordinary course of the **Named Insured's** business, that may subsequently give rise to a **Claim**, the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of

such **Occurrence**; and the reasons the **Insured** believes such **Occurrence** is likely to result in a **Claim**.

- (10) This Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
AMEND DEDUCTIBLE/RETENTION ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) Solely with respect to **Claims** for **Professional Services Wrongful Acts** committed or allegedly committed prior to <DATE>, the "Per Claim" and "Aggregate" Deductible/Self-Insured Retention amounts set forth in ITEM 4.A. of the Policy Certificate are amended to read in their entirety as follows:

Per Claim.....<PerClaimDeductible/SIR>  
Aggregate.....<AggregateDeductible/SIR>

- (2) Solely with respect to **Claims** for **Professional Services Wrongful Acts** committed or allegedly committed on or after <DATE>, the "Per Claim" and "Aggregate" Deductible/Self-Insured Retention amounts set forth in ITEM 4.A. of the Policy Certificate are amended to read in their entirety as follows:

Per Claim.....<PerClaimDeductible/SIR>  
Aggregate.....<AggregateDeductible/SIR>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
SEPARATE RETENTION/DEDUCTIBLE FOR SPECIFIED PROFESSIONAL SERVICES ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CERTIFICATENO>  
Issued to <ACCTNAME>  
Issued by <CARRNAME>

In consideration of the premium charged, solely with respect to **Claims** for **Professional Services Wrongful Acts** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the **Professional Services** described below, the "Per Claim" and "Aggregate" Deductible/Self-Insured Retention amounts applicable to such **Claims** shall be the applicable amounts set forth opposite such **Professional Services** in the schedule below.

<b>Professional Services</b>	"Per Claim" Deductible/ Self-Insured Retention	"Aggregate" Deductible/ Self-Insured Retention
<ProfessionalServices>	<PerClaimDed-SIR>	<AggregateDed-SIR>

Item 4.A. of the Policy Certificate shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
MOONLIGHTING COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No.: <CertificateNo>  
Issued To: <AccountName>  
Issued By: <CarrierName>

In consideration of the premium charged, solely with respect to each **Insured Medical Practitioner** identified below, the coverage afforded under INSURING AGREEMENT (A) of the Policy shall extend to such **Insured Medical Practitioner** while providing **Medical Services** on the date(s) and at the location/event set forth opposite the name of such **Insured Medical Practitioner** in the schedule below; provided, that such **Insured Medical Practitioner** is providing such **Medical Services** with the consent of the **Named Insured**.

<u>Insured Medical Practitioner</u>	<u>Date(s)</u>	<u>Location/Event</u>
<Name>	<Date(s)>	<Location>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
OCCURRENCE-BASED PROFESSIONAL LIABILITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) ITEMS 3.A., 3.D. and 3.F. of the Policy Certificate are amended to read in their entirety as follows:

<u>Coverage</u>	<u>Type</u>	<u>Retroactive Date</u>
A. Healthcare Professional Liability	Occurrence	N/A
D. HIPAA Proceeding	Expense Reimbursement	N/A
F. Legal/Media Expense	Expense Reimbursement	N/A

- (2) Section I INSURING AGREEMENTS (A) of this Policy is amended to read in its entirety as follows:

**(A) Occurrence-Based Professional Liability Insurance:**

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.A. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of a covered **Claim** for a **Professional Services Wrongful Act** that first occurs after <NoseDate> but before the end of the **Certificate Period**; provided, that the **Claim** is first made against the **Insured** after the Inception Date set forth in ITEM 2(a) of the applicable **Policy Certificate** and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

- (3) Paragraph (1) of Section I INSURING AGREEMENTS (D) of this Policy is amended to read in its entirety as follows:

- (1) such **HIPAA Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <HIPAADate>; and

- (4) Paragraph (1) of Section I INSURING AGREEMENTS (F) of this Policy is amended to read in its entirety as follows:

- (1) such **Legal Defense Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <LegalMediaDate>; and

- (5) Section III EXCLUSIONS (A)(1) of this Policy is amended to read in its entirety as follows:

- (1) **Professional Services Wrongful Act** that occurred before

<NoseDate>;

- (6) Section III EXCLUSIONS (D)(2)(a) of this Policy is amended to read in its entirety as follows:

- (a) act, error, omission or **Wrongful Act** if, on or before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**, the **Named Insured's** risk manager or any member of the **Named Insured's** risk management department, the **Named Insured's** general counsel or any member of the **Named Insured's** legal department, or any executive officer of the **Named Insured**, knew, had been told or should have known that such act, error, omission or **Wrongful Act** might result in a **Claim** under INSURING AGREEMENT (C) or a **HIPAA Proceeding**.

If, however, such **Policy Certificate** is a renewal of one or more **Policy Certificates** previously issued by the Underwriter to the **First Named Insured**, and the coverage provided by the Underwriter to the **First Named Insured** was in effect, without interruption, for the entire time between the inception date of the first such other **Policy Certificate** and the Inception Date of such current **Policy Certificate**, the reference in this EXCLUSION (D)(2)(a) to the Inception Date will be deemed to refer instead to the inception date of the first **Policy Certificate** under which the Underwriter began to provide the **First Named Insured** with the continuous and uninterrupted coverage of which such current **Policy Certificate** is a renewal;

- (7) The last sentence of Section IV GENERAL CONDITIONS (A)(1)(e) of this Policy is amended to read in its entirety as follows:

The Limits of Liability described in subparagraphs (a) through (d) above shall apply regardless of the time of payment by the Underwriter or the number of claimants.

- (8) The last sentence of Section IV GENERAL CONDITIONS (B) of this Policy is amended to read in its entirety as follows:

With respect to the coverage available under INSURING AGREEMENT (C), all **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with GENERAL CONDITION (C)(4) below, whichever is earlier.

- (9) Section IV GENERAL CONDITIONS (C) of this Policy is amended to read in its entirety as follows:

(C) **Reporting of Claims, Occurrences, Professional Services Wrongful Acts and Circumstances:**

- (1) If any **Claim** for a **Professional Services Wrongful Act** under INSURING AGREEMENT (A) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely



and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

If an **Insured** becomes aware of a **Professional Services Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A), the **Insured** shall give the Underwriter written notice of such **Professional Services Wrongful Act** as soon as practicable thereafter. Such notice shall include a description of the **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

- (2) If any **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** under INSURING AGREEMENT (B) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Occurrence**.

If an **Insured** becomes aware of an **Occurrence** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (B), the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of such **Occurrence**; and the reasons the **Insured** believes such

**Occurrence** is likely to result in a **Claim**.

- (3) If, during the **Certificate Period** or any Extended Reporting Period, any **Claim** for an **Employee Benefit Wrongful Act** under INSURING AGREEMENT (C) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter, but in no event later than:
- (a) sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; or
  - (b) the expiration of any Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Employee Benefit Wrongful Act**; information on the time, place and nature of the **Employee Benefit Wrongful Act**; and the manner in which the **Insured** first became aware of such **Employee Benefit Wrongful Act**.

- (4) If during the **Certificate Period** an **Insured** first becomes aware of any **Employee Benefit Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (C) and:
- (a) gives the Underwriter written notice of such **Employee Benefit Wrongful Act** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; and
  - (b) requests coverage under INSURING AGREEMENT (C) of this Policy for any **Claim** subsequently arising from such **Employee Benefit Wrongful Act**;

then any **Claim** not otherwise excluded by this Policy subsequently made against the **Insured** arising out of such **Employee Benefit Wrongful Act** shall be treated as if it had been first made during the **Certificate Period**. Full particulars shall include, but are not limited to: a description of the **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; information on the time, place and nature of the **Employee Benefit Wrongful Act**; the manner in which the **Insured** first became aware of such **Employee Benefit**

**Wrongful Act**; and the reasons the **Insured** believes the **Employee Benefit Wrongful Act** is likely to result in a **Claim**.

- (5) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (D) of this Policy:
  - (a) the **Insured** shall provide the Underwriter written notice of any **HIPAA Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **HIPAA Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **HIPAA Proceeding Costs** in connection with such **HIPAA Proceeding** within sixty (60) days of the **Insured's** payment of such **HIPAA Proceeding Costs**.
- (6) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (E) of this Policy, the **Named Insured** shall provide the Underwriter written proof of payment of **Evacuation Expenses** as soon as practicable, but in no event later than sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**.
- (7) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (F) of this Policy:
  - (a) the **Insured** shall provide the Underwriter written notice of any **Legal Defense Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **Legal Defense Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **Legal/Media Expenses** in connection with such **Legal Defense Proceeding** within sixty (60) days of the **Insured's** payment of such **Legal/Media Expenses**.
- (10) Section IV GENERAL CONDITIONS (H) of this Policy is amended to read in its entirety as follows:

**(H) Extended Reporting Period for INSURING AGREEMENT (C):**

If the applicable **Policy Certificate** is canceled for any reason other than fraud, misrepresentation or non-payment of premium or is not renewed by the Underwriter or the **First Named Insured**, an additional period of time during which **Claims** made under INSURING AGREEMENT (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims for Employee Benefit Wrongful Acts** committed or allegedly committed before the effective date of such cancellation or non-renewal (the "Termination Date")

or the date of any conversion of coverage under GENERAL CONDITION (G), whichever is earlier. No Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability as stated in ITEM 4.C. of the applicable **Policy Certificate**, and the Underwriter's Limit of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in ITEM 4.C. of such **Policy Certificate**. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.
- (2) In order to purchase an additional Extended Reporting Period, the **First Named Insured** must (a) provide written notice to the Underwriter requesting such additional Extended Reporting Period no later than thirty (30) days after the Termination Date, and (b) pay any additional premium required by the Underwriter promptly when due. Such additional premium shall be deemed fully earned upon inception of such Extended Reporting Period. If no written request to purchase an additional Extended Reporting Period is made by the **First Named Insured** as described in this GENERAL CONDITION (H)(2), or if the additional premium for any such Extended Reporting Period is not paid promptly when due, there will be no right to purchase an additional Extended Reporting Period at any later time.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
OCCURRENCE-BASED PROFESSIONAL LIABILITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) ITEMS 3.A., 3.D. and 3.F. of the Policy Certificate are amended to read in their entirety as follows:

<u>Coverage</u>	<u>Type</u>	<u>Retroactive Date</u>
A. Healthcare Professional Liability	Occurrence	N/A
D. HIPAA Proceeding	Expense Reimbursement	N/A
F. Legal/Media Expense	Expense Reimbursement	N/A

- (2) Section I INSURING AGREEMENTS (A) of this Policy is amended to read in its entirety as follows:

**(A) Occurrence-Based Professional Liability Insurance:**

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.A. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of a covered **Claim** for a **Professional Services Wrongful Act** that first occurs after <NoseDate> but before the end of the **Certificate Period**; provided, that the **Claim** is first made against the **Insured** after the Inception Date set forth in ITEM 2(a) of the applicable **Policy Certificate** and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

- (3) Paragraph (1) of Section I INSURING AGREEMENTS (D) of this Policy is amended to read in its entirety as follows:

- (1) such **HIPAA Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <HIPAADate>; and

- (4) Paragraph (1) of Section I INSURING AGREEMENTS (F) of this Policy is amended to read in its entirety as follows:

- (1) such **Legal Defense Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <LegalMediaDate>; and

- (5) Section III EXCLUSIONS (A)(1) of this Policy is amended to read in its entirety as follows:

- (1) **Professional Services Wrongful Act** that occurred before

<NoseDate>;

- (6) Section III EXCLUSIONS (D)(2)(a) of this Policy is amended to read in its entirety as follows:

- (a) act, error, omission or **Wrongful Act** if, on or before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**, the **Named Insured's** risk manager or any member of the **Named Insured's** risk management department, the **Named Insured's** general counsel or any member of the **Named Insured's** legal department, or any executive officer of the **Named Insured**, knew, had been told or should have known that such act, error, omission or **Wrongful Act** might result in a **Claim** under INSURING AGREEMENT (C) or a **HIPAA Proceeding**.

If, however, such **Policy Certificate** is a renewal of one or more **Policy Certificates** previously issued by the Underwriter to the **First Named Insured**, and the coverage provided by the Underwriter to the **First Named Insured** was in effect, without interruption, for the entire time between the inception date of the first such other **Policy Certificate** and the Inception Date of such current **Policy Certificate**, the reference in this EXCLUSION (D)(2)(a) to the Inception Date will be deemed to refer instead to the inception date of the first **Policy Certificate** under which the Underwriter began to provide the **First Named Insured** with the continuous and uninterrupted coverage of which such current **Policy Certificate** is a renewal;

- (7) The last sentence of Section IV GENERAL CONDITIONS (A)(1)(e) of this Policy is amended to read in its entirety as follows:

The Limits of Liability described in subparagraphs (a) through (d) above shall apply regardless of the time of payment by the Underwriter or the number of claimants.

- (8) The last sentence of Section IV GENERAL CONDITIONS (B) of this Policy is amended to read in its entirety as follows:

With respect to the coverage available under INSURING AGREEMENT (C), all **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with GENERAL CONDITION (C)(4) below, whichever is earlier.

- (9) Section IV GENERAL CONDITIONS (C) of this Policy is amended to read in its entirety as follows:

(C) **Reporting of Claims, Occurrences, Professional Services Wrongful Acts and Circumstances:**

- (1) If any **Claim** for a **Professional Services Wrongful Act** under INSURING AGREEMENT (A) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely

and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

If an **Insured** becomes aware of a **Professional Services Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A), the **Insured** shall give the Underwriter written notice of such **Professional Services Wrongful Act** as soon as practicable thereafter. Such notice shall include a description of the **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

- (2) If any **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** under INSURING AGREEMENT (B) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Occurrence**.

If an **Insured** becomes aware of an **Occurrence** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (B), the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of such **Occurrence**; and the reasons the **Insured** believes such

**Occurrence** is likely to result in a **Claim**.

- (3) If, during the **Certificate Period** or any Extended Reporting Period, any **Claim** for an **Employee Benefit Wrongful Act** under INSURING AGREEMENT (C) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter, but in no event later than:
- (a) sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; or
  - (b) the expiration of any Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Employee Benefit Wrongful Act**; information on the time, place and nature of the **Employee Benefit Wrongful Act**; and the manner in which the **Insured** first became aware of such **Employee Benefit Wrongful Act**.

- (4) If during the **Certificate Period** an **Insured** first becomes aware of any **Employee Benefit Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (C) and:
- (a) gives the Underwriter written notice of such **Employee Benefit Wrongful Act** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; and
  - (b) requests coverage under INSURING AGREEMENT (C) of this Policy for any **Claim** subsequently arising from such **Employee Benefit Wrongful Act**;

then any **Claim** not otherwise excluded by this Policy subsequently made against the **Insured** arising out of such **Employee Benefit Wrongful Act** shall be treated as if it had been first made during the **Certificate Period**. Full particulars shall include, but are not limited to: a description of the **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; information on the time, place and nature of the **Employee Benefit Wrongful Act**; the manner in which the **Insured** first became aware of such **Employee Benefit**



**Wrongful Act**; and the reasons the **Insured** believes the **Employee Benefit Wrongful Act** is likely to result in a **Claim**.

- (5) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (D) of this Policy:
  - (a) the **Insured** shall provide the Underwriter written notice of any **HIPAA Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **HIPAA Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **HIPAA Proceeding Costs** in connection with such **HIPAA Proceeding** within sixty (60) days of the **Insured's** payment of such **HIPAA Proceeding Costs**.
- (6) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (E) of this Policy, the **Named Insured** shall provide the Underwriter written proof of payment of **Evacuation Expenses** as soon as practicable, but in no event later than sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**.
- (7) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (F) of this Policy:
  - (a) the **Insured** shall provide the Underwriter written notice of any **Legal Defense Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **Legal Defense Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **Legal/Media Expenses** in connection with such **Legal Defense Proceeding** within sixty (60) days of the **Insured's** payment of such **Legal/Media Expenses**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
OCCURRENCE-BASED PROFESSIONAL LIABILITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) ITEMS 3.A., 3.D. and 3.F. of the Policy Certificate are amended to read in their entirety as follows:

<u>Coverage</u>	<u>Type</u>	<u>Retroactive Date</u>
A. Healthcare Professional Liability	Occurrence	N/A
D. HIPAA Proceeding	Expense Reimbursement	N/A
F. Legal/Media Expense	Expense Reimbursement	N/A

- (2) Section I INSURING AGREEMENTS (A) of this Policy is amended to read in its entirety as follows:

**(A) Occurrence-Based Professional Liability Insurance:**

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.A. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of a covered **Claim** for a **Professional Services Wrongful Act** that first occurs during the **Certificate Period**; provided, that the **Claim** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

- (3) Paragraph (1) of Section I INSURING AGREEMENTS (D) of this Policy is amended to read in its entirety as follows:

- (1) such **HIPAA Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <HIPAADate>; and

- (4) Paragraph (1) of Section I INSURING AGREEMENTS (F) of this Policy is amended to read in its entirety as follows:

- (1) such **Legal Defense Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <LegalMediaDate>; and

- (5) Section III EXCLUSIONS (A)(1) of this Policy is amended to read in its entirety as follows:

- (1) **Professional Services Wrongful Act** that occurred before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**;

- (6) Section III EXCLUSIONS (D)(2)(a) of this Policy is amended to read in its entirety as follows:

- (a) act, error, omission or **Wrongful Act** if, on or before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**, the **Named Insured's** risk manager or any member of the **Named Insured's** risk management department, the **Named Insured's** general counsel or any member of the **Named Insured's** legal department, or any executive officer of the **Named Insured**, knew, had been told or should have known that such act, error, omission or **Wrongful Act** might result in a **Claim** under INSURING AGREEMENT (C) or a **HIPAA Proceeding**.

If, however, such **Policy Certificate** is a renewal of one or more **Policy Certificates** previously issued by the Underwriter to the **First Named Insured**, and the coverage provided by the Underwriter to the **First Named Insured** was in effect, without interruption, for the entire time between the inception date of the first such other **Policy Certificate** and the Inception Date of such current **Policy Certificate**, the reference in this EXCLUSION (D)(2)(a) to the Inception Date will be deemed to refer instead to the inception date of the first **Policy Certificate** under which the Underwriter began to provide the **First Named Insured** with the continuous and uninterrupted coverage of which such current **Policy Certificate** is a renewal;

- (7) The last sentence of Section IV GENERAL CONDITIONS (A)(1)(e) of this Policy is amended to read in its entirety as follows:

The Limits of Liability described in subparagraphs (a) through (d) above shall apply regardless of the time of payment by the Underwriter or the number of claimants.

- (8) The last sentence of Section IV GENERAL CONDITIONS (B) of this Policy is amended to read in its entirety as follows:

With respect to the coverage available under INSURING AGREEMENT (C), all **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with GENERAL CONDITION (C)(4) below, whichever is earlier.

- (9) Section IV GENERAL CONDITIONS (C) of this Policy is amended to read in its entirety as follows:

(C) **Reporting of Claims, Occurrences, Professional Services Wrongful Acts and Circumstances:**

- (1) If any **Claim** for a **Professional Services Wrongful Act** under INSURING AGREEMENT (A) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in

the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

If an **Insured** becomes aware of a **Professional Services Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A), the **Insured** shall give the Underwriter written notice of such **Professional Services Wrongful Act** as soon as practicable thereafter. Such notice shall include a description of the **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

- (2) If any **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** under INSURING AGREEMENT (B) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Occurrence**.

If an **Insured** becomes aware of an **Occurrence** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (B), the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of such **Occurrence**; and the reasons the **Insured** believes such **Occurrence** is likely to result in a **Claim**.

- (3) If, during the **Certificate Period** or any Extended Reporting Period, any **Claim** for an **Employee Benefit Wrongful Act** under INSURING AGREEMENT (C) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter, but in no event later than:
- (a) sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; or
  - (b) the expiration of any Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Employee Benefit Wrongful Act**; information on the time, place and nature of the **Employee Benefit Wrongful Act**; and the manner in which the **Insured** first became aware of such **Employee Benefit Wrongful Act**.

- (4) If during the **Certificate Period** an **Insured** first becomes aware of any **Employee Benefit Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (C) and:
- (a) gives the Underwriter written notice of such **Employee Benefit Wrongful Act** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; and
  - (b) requests coverage under INSURING AGREEMENT (C) of this Policy for any **Claim** subsequently arising from such **Employee Benefit Wrongful Act**;

then any **Claim** not otherwise excluded by this Policy subsequently made against the **Insured** arising out of such **Employee Benefit Wrongful Act** shall be treated as if it had been first made during the **Certificate Period**. Full particulars shall include, but are not limited to: a description of the **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; information on the time, place and nature of the **Employee Benefit Wrongful Act**; the manner in which the **Insured** first became aware of such **Employee Benefit Wrongful Act**; and the reasons the **Insured** believes the **Employee Benefit Wrongful Act** is likely to result in a **Claim**.

- (5) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (D) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **HIPAA Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **HIPAA Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **HIPAA Proceeding Costs** in connection with such **HIPAA Proceeding** within sixty (60) days of the **Insured's** payment of such **HIPAA Proceeding Costs**.
- (6) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (E) of this Policy, the **Named Insured** shall provide the Underwriter written proof of payment of **Evacuation Expenses** as soon as practicable, but in no event later than sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**.
- (7) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (F) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **Legal Defense Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **Legal Defense Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **Legal/Media Expenses** in connection with such **Legal Defense Proceeding** within sixty (60) days of the **Insured's** payment of such **Legal/Media Expenses**.
- (10) Section IV GENERAL CONDITIONS (H) of this Policy is amended to read in its entirety as follows:

**(H) Extended Reporting Period for INSURING AGREEMENT (C):**

If the applicable **Policy Certificate** is canceled for any reason other than fraud, misrepresentation or non-payment of premium or is not renewed by the Underwriter or the **First Named Insured**, an additional period of time during which **Claims** made under INSURING AGREEMENT (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims for Employee Benefit Wrongful Acts** committed or allegedly committed before the effective date of such cancellation or non-renewal (the "Termination Date") or the date of any conversion of coverage under GENERAL CONDITION (G), whichever is earlier. No Extended Reporting Period shall in any way

increase the Underwriter's Limits of Liability as stated in ITEM 4.C. of the applicable **Policy Certificate**, and the Underwriter's Limit of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in ITEM 4.C. of such **Policy Certificate**. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.
- (2) In order to purchase an additional Extended Reporting Period, the **First Named Insured** must (a) provide written notice to the Underwriter requesting such additional Extended Reporting Period no later than thirty (30) days after the Termination Date, and (b) pay any additional premium required by the Underwriter promptly when due. Such additional premium shall be deemed fully earned upon inception of such Extended Reporting Period. If no written request to purchase an additional Extended Reporting Period is made by the **First Named Insured** as described in this GENERAL CONDITION (H)(2), or if the additional premium for any such Extended Reporting Period is not paid promptly when due, there will be no right to purchase an additional Extended Reporting Period at any later time.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >  
OCCURRENCE-BASED PROFESSIONAL LIABILITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) ITEMS 3.A., 3.D. and 3.F. of the Policy Certificate are amended to read in their entirety as follows:

<u>Coverage</u>	<u>Type</u>	<u>Retroactive Date</u>
A. Healthcare Professional Liability	Occurrence	N/A
D. HIPAA Proceeding	Expense Reimbursement	N/A
F. Legal/Media Expense	Expense Reimbursement	N/A

- (2) Section I INSURING AGREEMENTS (A) of this Policy is amended to read in its entirety as follows:

**(A) Occurrence-Based Professional Liability Insurance:**

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.A. of the applicable **Policy Certificate** on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of a covered **Claim** for a **Professional Services Wrongful Act** that first occurs during the **Certificate Period**; provided, that the **Claim** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

- (3) Paragraph (1) of Section I INSURING AGREEMENTS (D) of this Policy is amended to read in its entirety as follows:

- (1) such **HIPAA Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <HIPAADate>; and

- (4) Paragraph (1) of Section I INSURING AGREEMENTS (F) of this Policy is amended to read in its entirety as follows:

- (1) such **Legal Defense Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after <LegalMediaDate>; and

- (5) Section III EXCLUSIONS (A)(1) of this Policy is amended to read in its entirety as follows:

- (1) **Professional Services Wrongful Act** that occurred before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**;



- (6) Section III EXCLUSIONS (D)(2)(a) of this Policy is amended to read in its entirety as follows:

- (a) act, error, omission or **Wrongful Act** if, on or before the Inception Date set forth in ITEM 2 of the applicable **Policy Certificate**, the **Named Insured's** risk manager or any member of the **Named Insured's** risk management department, the **Named Insured's** general counsel or any member of the **Named Insured's** legal department, or any executive officer of the **Named Insured**, knew, had been told or should have known that such act, error, omission or **Wrongful Act** might result in a **Claim** under INSURING AGREEMENT (C) or a **HIPAA Proceeding**.

If, however, such **Policy Certificate** is a renewal of one or more **Policy Certificates** previously issued by the Underwriter to the **First Named Insured**, and the coverage provided by the Underwriter to the **First Named Insured** was in effect, without interruption, for the entire time between the inception date of the first such other **Policy Certificate** and the Inception Date of such current **Policy Certificate**, the reference in this EXCLUSION (D)(2)(a) to the Inception Date will be deemed to refer instead to the inception date of the first **Policy Certificate** under which the Underwriter began to provide the **First Named Insured** with the continuous and uninterrupted coverage of which such current **Policy Certificate** is a renewal;

- (7) The last sentence of Section IV GENERAL CONDITIONS (A)(1)(e) of this Policy is amended to read in its entirety as follows:

The Limits of Liability described in subparagraphs (a) through (d) above shall apply regardless of the time of payment by the Underwriter or the number of claimants.

- (8) The last sentence of Section IV GENERAL CONDITIONS (B) of this Policy is amended to read in its entirety as follows:

With respect to the coverage available under INSURING AGREEMENT (C), all **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with GENERAL CONDITION (C)(4) below, whichever is earlier.

- (9) Section IV GENERAL CONDITIONS (C) of this Policy is amended to read in its entirety as follows:

(C) **Reporting of Claims, Occurrences, Professional Services Wrongful Acts and Circumstances:**

- (1) If any **Claim** for a **Professional Services Wrongful Act** under INSURING AGREEMENT (A) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in

the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

If an **Insured** becomes aware of a **Professional Services Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A), the **Insured** shall give the Underwriter written notice of such **Professional Services Wrongful Act** as soon as practicable thereafter. Such notice shall include a description of the **Professional Services Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Professional Services Wrongful Act**; information on the time, place and nature of, and the manner in which the **Insured** first became aware of such **Professional Services Wrongful Act**.

- (2) If any **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** under INSURING AGREEMENT (B) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Occurrence**.

If an **Insured** becomes aware of an **Occurrence** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (B), the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of such **Occurrence**; and the reasons the **Insured** believes such **Occurrence** is likely to result in a **Claim**.

- (3) If, during the **Certificate Period** or any Extended Reporting Period, any **Claim** for an **Employee Benefit Wrongful Act** under INSURING AGREEMENT (C) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter, but in no event later than:
- (a) sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; or
  - (b) the expiration of any Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Employee Benefit Wrongful Act**; information on the time, place and nature of the **Employee Benefit Wrongful Act**; and the manner in which the **Insured** first became aware of such **Employee Benefit Wrongful Act**.

- (4) If during the **Certificate Period** an **Insured** first becomes aware of any **Employee Benefit Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (C) and:
- (a) gives the Underwriter written notice of such **Employee Benefit Wrongful Act** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**; and
  - (b) requests coverage under INSURING AGREEMENT (C) of this Policy for any **Claim** subsequently arising from such **Employee Benefit Wrongful Act**;

then any **Claim** not otherwise excluded by this Policy subsequently made against the **Insured** arising out of such **Employee Benefit Wrongful Act** shall be treated as if it had been first made during the **Certificate Period**. Full particulars shall include, but are not limited to: a description of the **Employee Benefit Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; information on the time, place and nature of the **Employee Benefit Wrongful Act**; the manner in which the **Insured** first became aware of such **Employee Benefit Wrongful Act**; and the reasons the **Insured** believes the **Employee Benefit Wrongful Act** is likely to result in a **Claim**.

- (5) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (D) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **HIPAA Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **HIPAA Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **HIPAA Proceeding Costs** in connection with such **HIPAA Proceeding** within sixty (60) days of the **Insured's** payment of such **HIPAA Proceeding Costs**.
- (6) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (E) of this Policy, the **Named Insured** shall provide the Underwriter written proof of payment of **Evacuation Expenses** as soon as practicable, but in no event later than sixty (60) days after the Expiration Date or earlier cancellation date of the applicable **Policy Certificate**.
- (7) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (F) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **Legal Defense Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **Legal Defense Proceeding**; and
  - (b) the **Named Insured** shall provide the Underwriter written proof of payment of **Legal/Media Expenses** in connection with such **Legal Defense Proceeding** within sixty (60) days of the **Insured's** payment of such **Legal/Media Expenses**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) Section IV GENERAL CONDITIONS (I)(3) of this Policy is amended to read in its entirety as follows:
  - (3) If any **Policy Certificate** has been in effect for more than thirty (30) days, or if such **Policy Certificate** is a renewal, the Underwriter may cancel this Policy for one or more of the following reasons: non-payment of premium; material and wilful misstatement or omission of fact; or material change in the interest insured after the Inception Date of such **Policy Certificate**. The Underwriter may cancel such **Policy Certificate** by mailing written notice to the **First Named Insured** at the address stated in ITEM 1 of such **Policy Certificate**, stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Notice of cancellation shall include the reason for cancellation and a copy of such notice shall be provided to the producer of record, if any, in advance of the notice to the **First Named Insured**. Proof of mailing is sufficient proof of notice.
- (2) Section IV GENERAL CONDITIONS (I)(5) of this Policy is amended to read in its entirety as follows:
  - (5) The Underwriter will not be required to renew any **Policy Certificate** upon its expiration. The Underwriter will provide the **First Named Insured** with at least thirty (30) days' written notice of any non-renewal. Notice of nonrenewal shall be mailed to the **First Named Insured** at the address stated in ITEM 1 of the applicable **Policy Certificate**. The notice of nonrenewal will state the reason for the nonrenewal and the broker of record, if any, will be notified of the nonrenewal at least five (5) days before the Underwriter provides written notice of nonrenewal to the **First Named Insured**. Proof of mailing is sufficient proof of notice.

To the extent required for compliance with the regulatory requirements of this state, this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
OREGON AMENDATORY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to       <AccountName>  
Issued by       <CarrierName>

In consideration of the premium charged:

- (1) Section IV GENERAL CONDITIONS (I)(3) of this Policy is amended to read in its entirety as follows:
- (3) If any **Policy Certificate** has been in effect for less than sixty (60) days, the Underwriter may cancel such **Policy Certificate** for any reason. If any **Policy Certificate** has been in effect for sixty (60) days or more, or is a renewal of a policy certificate issued by the Underwriter, the Underwriter may cancel such **Policy Certificate** for one or more of the following reasons:
- (a) non-payment of premium;
  - (b) fraud or material misrepresentation made by or with the knowledge of the **Insured** in obtaining this Policy, continuing this Policy or in presenting a **Claim** under this Policy;
  - (c) substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
  - (d) failure to comply with any reasonable loss control recommendation;
  - (e) substantial breach of any contractual duty, condition or warranty;
  - (f) determination by the Director of the Department of Consumer and Business Services (the "Director") that the continuation of a line of insurance or class of business to which this Policy belongs will jeopardize an Underwriter's solvency or will place the Underwriter in violation of the insurance laws of Oregon or any other state;
  - (g) loss or decrease in reinsurance covering the risk; or
  - (h) any other reason approved by the Director by rule.

If the Underwriter cancels any **Policy Certificate** it will deliver or mail written notice of such cancellation to the **First Named Insured** at the last known address shown on such **Policy Certificate** or last known to the Underwriter stating when, not less than sixty (60) days thereafter, such cancellation shall be effective; except that, in the event of cancellation for

non-payment of premium, the Underwriter shall provide such notice ten (10) working days in advance of the effective date of cancellation.

- (2) Section IV GENERAL CONDITIONS (I)(5) of this Policy is amended to read in its entirety as follows:

- (5) If the Underwriter elects not to renew any **Policy Certificate**, the Underwriter will mail written notice of non-renewal to the **First Named Insured**, at the address shown in such **Policy Certificate** or last known to the Underwriter, at least sixty (60) days prior to the Expiration Date of such **Policy Certificate**. Any offer of renewal on terms involving a change of retention/deductible, premium, limit of liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by the Underwriter to renew any **Policy Certificate**.

- (3) The last sentence of Section IV GENERAL CONDITIONS (Q) of this Policy is amended to add the following at the end thereof:

provided, that it is shown that such untruth, misrepresentation or omission was relied upon by the Underwriter, and was (a) material to the acceptance of the risk or hazard assumed by the Underwriter or (b) fraudulent.

- (4) Section IV GENERAL CONDITIONS (R) of this Policy is amended to add the following as paragraph (3) thereof:

- (3) Notwithstanding the foregoing, if, because of an **Insured's** insolvency, bankruptcy or any other cause, or if a final judgment against an **Insured** is returned unsatisfied after thirty (30) days, then an action may be maintained by the injured person, or his or her personal representative, against the Underwriter; but the Underwriter shall not be liable for any **Loss, Defense Expenses** or amounts whatsoever that are not payable under the terms of this Policy or that are in excess of the applicable Limits of Liability of this Policy.

To the extent required for compliance with the regulatory requirements of this state, this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
VIRGINIA AMENDATORY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to <AccountName>  
Issued by <CarrierName>

In consideration of the premium charged:

- (1) Any notice of cancellation shall be sent by registered or certified mail and shall state the reason for cancellation.
- (2) Section IV GENERAL CONDITIONS (H) of this Policy is amended in its entirety to read as follows:

**(H) Extended Reporting Period for INSURING AGREEMENTS (A) and (C):**

If the applicable **Policy Certificate** is canceled for any reason other than fraud, failure to comply with any term or condition of this Policy or non-payment of premium, is not renewed or is renewed on other than a claims-made basis, or is subject to a new exclusion or an advancement of any applicable retroactive date (each a "Termination of Coverage"), an additional period of time during which **Claims** made against the **Insureds** under INSURING AGREEMENTS (A) and (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such Termination of Coverage (the "Termination Date") or the effective date of any event described in GENERAL CONDITION (G), whichever is earlier. If an Extended Reporting Period is purchased because of a new exclusion, advancement of an applicable retroactive date or renewal on other than a claims-made basis, such Extended Reporting Period shall apply only to such new exclusion, advancement, or renewal on other than a claims-made basis. Except as otherwise provided below in GENERAL CONDITION (H)(2), no Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability stated in ITEM 4 of the applicable **Policy Certificate**, and the Underwriter's Limits of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the applicable Limits of Liability stated in ITEM 4 of such **Policy Certificate**. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.



- (2) The **First Named Insured** may purchase an additional Extended Reporting Period, upon payment of the applicable premium, for a twelve (12) month, a twenty-four (24) month or unlimited period of time by notifying the Underwriter in writing of its intention to do so no later than sixty (60) days after the Termination Date. Any additional Extended Reporting Period that is purchased shall commence as of the Termination Date. The additional premium must be paid promptly when due. Such additional premium shall be deemed fully earned upon inception of such additional Extended Reporting Period.

The **First Named Insured** may elect to purchase an additional Extended Reporting Period with an aggregate Limit of Liability that is equal to, in addition to, and not part of, the applicable "Aggregate for all Claims" Limits of Liability stated in ITEM 4 of the applicable **Policy Certificate**. Upon such request by the **First Named Insured**, the Underwriter will provide the premium amount for such Extended Reporting Period.

If purchased, an additional Extended Reporting Period is non-cancellable, except that the Underwriter may cancel the additional Extended Reporting Period because of non-payment of premium when due or fraud.

If no election to purchase an additional Extended Reporting Period is made as described above, or if the additional premium for any such Extended Reporting Period is not paid when due, there will be no right to purchase an additional Extended Reporting Period at any later time.

- (3) Section IV GENERAL CONDITIONS (I)(3) of this Policy is amended to change the reference to "ten (10) days" to "fifteen (15) days".

- (4) The second sentence of Section IV GENERAL CONDITIONS (I)(4) of this Policy is amended to read as follows:

In such event, the unearned premium will be computed at ninety percent (90%) of pro rata.

- (5) Section IV GENERAL CONDITIONS (I)(5) of this Policy is amended to read in its entirety as follows:

- (5) The Underwriter will not be required to renew any **Policy Certificate** upon its expiration. In the event the Underwriter does not renew a **Policy Certificate**, the Underwriter will mail written notice to the **First Named Insured** at the last known address shown on the applicable **Policy Certificate** stating when, not less than sixty (60) days thereafter, such non-renewal shall be effective.

To the extent required for compliance with the regulatory requirements of this state, this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>  
VIRGINIA AMENDATORY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on \_\_\_\_\_, forms part of  
Master Policy Number MFL-FTCA-0001 for:

Certificate No. <CertificateNo>  
Issued to       <AccountName>  
Issued by       <CarrierName>

In consideration of the premium charged:

- (1) Any notice of cancellation shall be sent by registered or certified mail and shall state the reason for cancellation.
- (2) Section IV GENERAL CONDITIONS (H) of this Policy is amended in its entirety to read as follows:

**(H) Extended Reporting Period for INSURING AGREEMENT (C):**

If the applicable **Policy Certificate** is canceled for any reason other than fraud, failure to comply with any term or condition of this Policy or non-payment of premium, is not renewed or is renewed on other than a claims-made basis, or is subject to a new exclusion or an advancement of any applicable retroactive date (each a "Termination of Coverage"), an additional period of time during which **Claims** made against the **Insureds** under INSURING AGREEMENT (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims** for **Employee Benefit Wrongful Acts** committed or allegedly committed before the effective date of such Termination of Coverage (the "Termination Date") or the effective date of any event described in GENERAL CONDITION (G), whichever is earlier. If an Extended Reporting Period is purchased because of a new exclusion, advancement of an applicable retroactive date or renewal on other than a claims-made basis, such Extended Reporting Period shall apply only to such new exclusion, advancement, or renewal on other than a claims-made basis. Except as otherwise provided below in GENERAL CONDITION (H)(2), no Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability stated in ITEM 4.C. of the applicable **Policy Certificate**, and the Underwriter's Limits of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the applicable Limits of Liability stated in ITEM 4.C. of such **Policy Certificate**. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.

- (2) The **First Named Insured** may purchase an additional Extended Reporting Period, upon payment of the applicable premium, for a twelve (12) month or a twenty-four (24) month period of time by notifying the Underwriter in writing of its intention to do so no later than sixty (60) days after the Termination Date. Any additional Extended Reporting Period that is purchased shall commence as of the Termination Date. The additional premium must be paid promptly when due. Such additional premium shall be deemed fully earned upon inception of such additional Extended Reporting Period.

The **First Named Insured** may elect to purchase an additional Extended Reporting Period with an aggregate Limit of Liability that is equal to, in addition to, and not part of, the "Aggregate for all Claims" Limit of Liability stated in ITEM 4.C. of the applicable **Policy Certificate**. Upon such request by the **First Named Insured**, the Underwriter will provide the premium amount for such Extended Reporting Period.

If purchased, an additional Extended Reporting Period is non-cancellable, except that the Underwriter may cancel the additional Extended Reporting Period because of non-payment of premium when due or fraud.

If no election to purchase an additional Extended Reporting Period is made as described above, or if the additional premium for any such Extended Reporting Period is not paid when due, there will be no right to purchase an additional Extended Reporting Period at any later time.

- (3) Section IV GENERAL CONDITIONS (I)(3) of this Policy is amended to change the reference to "ten (10) days" to "fifteen (15) days".

- (4) The second sentence of Section IV GENERAL CONDITIONS (I)(4) of this Policy is amended to read as follows:

In such event, the unearned premium will be computed at ninety percent (90%) of pro rata.

- (5) Section IV GENERAL CONDITIONS (I)(5) of this Policy is amended to read in its entirety as follows:

- (5) The Underwriter will not be required to renew any **Policy Certificate** upon its expiration. In the event the Underwriter does not renew a **Policy Certificate**, the Underwriter will mail written notice to the **First Named Insured** at the last known address shown on the applicable **Policy Certificate** stating when, not less than sixty (60) days thereafter, such non-renewal shall be effective.

To the extent required for compliance with the regulatory requirements of this state, this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions

of this Amendatory Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

## **VIRGINIA NOTICE TO POLICYHOLDERS**

### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact us at the following:

**OneBeacon Professional Insurance**  
**199 Scott Swamp Road**  
**Farmington, CT 06032**  
**Phone (toll-free): 877-701-0171**  
**Fax: 888-777-3719**

If you have been unable to contact or obtain satisfaction from us or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**Virginia Bureau of Insurance**  
**P.O. Box 1157**  
**Richmond, VA 23218**  
**Phone Numbers: 800-552-7945**  
**National Toll-Free: 1-877-310-6560**  
**Local Direct: 804-371-9691**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, us or the Bureau of Insurance, have your policy number available.

This notice is for information only and does not become a part or condition of this Policy.

## **VIRGINIA CLAIMS-MADE POLICY NOTICE**

Please read the following notice regarding your Liability Insurance Policy.

You have purchased a claims-made liability insurance policy. Please read this policy carefully to understand your coverage. There are certain circumstances in which you must be provided the opportunity to purchase an extended reporting period for reporting claims. These are explained in your policy. If you have any questions regarding the cost of an extended reporting period or the available options under the extended reporting period, please contact your insurance company or your insurance agent.

SERFF Tracking #:

BEAC-130226289

State Tracking #:

Company Tracking #:

ASIC-FTCA-FO-DC-2015-2

State:

District of Columbia

Filing Company:

Atlantic Specialty Insurance Company

TOI/Sub-TOI:

11.0 Medical Malpractice - Claims Made/Occurrence/11.0029 Other

Product Name:

Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy

Project Name/Number:

/ASIC-FTCA-FO-DC-2015-1

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	forms listing
<b>Comments:</b>	
<b>Attachment(s):</b>	DC Forms Listing.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	



## Atlantic Specialty Insurance Company

### Federal Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy Forms Listing - District of Columbia

Form Name	Form #/Edition Date
<b>Policy and Declarations</b>	
Master Policy Declarations	HPD-32002-05-15
Policy Certificate	HPD-32002C-05-15
Federally Qualified Community Health Clinics and Providers Professional Liability, General Liability and Employee Benefit Liability Policy	HPF-32002-05-15
<b>Applications</b>	
Medical Professional and General Liability Insurance for Federally Qualified Community Health Centers - New Business Application	HPA-32001-02-15
Federally Qualified Community Health Centers Physician Application (Individual Physician)	HPA-32002-02-15
Federally Qualified Community Health Centers Dentist Application (Individual Dentist)	HPA-32003-02-15
<b>Endorsements</b>	
Additional Named Insured Entity Endorsement	HPE-00010-07-08
Delete Employee Benefit Liability Coverage Endorsement	HPE-00015C-05-15
Delete General Liability and Employee Benefit Liability Coverages Endorsement	HPE-00019C-05-15
Additional Named Insured - Related to Original Named Insured Endorsement	HPE-00063C-05-15
Notice of Cancellation to Scheduled Party Endorsement	HPE-00064-07-11
Delete General Liability Coverage Endorsement	HPE-00068C-05-15
Conditional Exclusion of Terrorism Endorsement (Relating to Disposition of Federal Terrorism Risk Insurance Act)	HPE-00077-05-14
Policyholder Disclosure Notice of Terrorism Insurance Coverage	HPN-TRIA-01-15
Cap on Losses from Certified Acts of Terrorism; Exclusion of Other Acts of Terrorism Committed Outside the United States Endorsement	HPE-00082-01-15
Cap on Losses from Certified Acts of Terrorism Endorsement	HPE-00082A-01-15
Exclusion of Certified Acts of Terrorism and Certain Other Acts of Terrorism Endorsement	HPE-00083-01-15
Additional Insured Endorsement - Primary and Noncontributory (PL)	HPE-30002C-05-15
Additional Insured Endorsement - Primary and Noncontributory (GL)	HPE-30003C-05-15
Additional Insured Where Required by Written Contract Endorsement	HPE-30004C-05-15
Additional Insured Endorsement - Where Required by Contract GL Only	HPE-30029C-05-15
Schedule A - Named Insured Endorsement	HPE-32000C-05-15
Waiver of Subrogation Endorsement - Insuring Agreement (A) Only	HPE-32001-05-15
Amend Definition of Covered Contract Endorsement	HPE-32002-05-15
Exclude Coverage for Insured Medical Practitioners Endorsement	HPE-32003-05-15
Separate GL Limits of Liability Per Location Endorsement	HPE-32004C-05-15
Additional Insured Endorsement	HPE-32005-05-15
Medical Expenses for Bodily Injury Endorsement	HPE-32006C-05-15
Unlimited Extended Reporting Period Endorsement	HPE-32007C-05-15
Privacy Breach Event Reimbursement Coverage Endorsement	HPE-32008C-05-15
Separate and Shared Limit of Liability for Specific Program/Service Endorsement	HPE-32009C-05-15
Separate Limit of Liability for Designated Insureds Endorsement	HPE-32010C-05-15

Specific Operations/Services Exclusion	HPE-32011-05-15
Tribal Contractors Exclusion	HPE-32012-05-15
Policy Maximum Aggregate Limit of Liability Endorsement	HPE-32013C-05-15
Policy Change Endorsement for Administrative Changes	HPE-32014C-05-15
Extended Reporting Period Option Endorsement	HPE-32015C-05-15
Stop Gap Endorsement	HPE-32016C-05-15
Hired and Non-Owned Auto Liability Coverage Endorsement	HPE-32017C-05-15
Amend Deductible/Retention Endorsement	HPE-32018C-05-15
Separate Retention/Deductible for Specified Professional Services Endorsement	HPE-32019C-05-15
Moonlighting Coverage Endorsement	HPE-32020-05-15
Occurrence-Based Professional Liability Endorsement	HPE-32021C-05-15
Occurrence-Based Professional Liability Endorsement	HPE-32021VA-05-15
Occurrence-Based Professional Liability Endorsement	HPE-32022C-05-15
Occurrence-Based Professional Liability Endorsement	HPE-32022VA-05-15

### **State Specifics**

District of Columbia Amendatory Endorsement	HPE-320DC-05-15
Oregon Amendatory Endorsement	HPE-320OR-05-15
Virginia Amendatory Endorsement	HPE-320VA-05-15
Virginia Amendatory Endorsement	HPE-320VAOCC-05-15
Virginia Notice to Policyholders	NOTICEVA1-06-12
Virginia Claims-Made Policy Notice	NOTICEVA2-06-12